# The Solicitors' Journal
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GENERAL HEADINGS.



## Cases Reported this Week.



# Current Topics.

### The Measures of the New Session.

THE KING'S Speech contains little to indicate what minor legislation may be expected during the present session; probably because Ministers themselves are doubtful whether the pressing forward of their gigantic proposals will leave time for anything else. A Bill for the Amendment and Consolidation of the Law relating to British Nationality is, indeed, promised, but the other lesser measures to be presented are grouped under the general description of "proposals for dealing by legislation with certain social and industrial reforms." This expression may possibly include the Bill relative to imprisonment for debt, which has been foreshadowed, but it does not comprise the Appellate Jurisdiction Biil, and there seems to be a rather strong impression that it will not be again brought forward.

### Additional Judges in the Court of Appeal.

SINCE THE Court of Appeal sits in two divisions of three judges each, it requires six judges in order to make up both courts. But six is its full ordinary strength, composed as it is of the Master of the Rolls and five ordinary Lords Justices. There are certain *ex officio* members, such as the Lord Chancellor, the Lord Chief Justice, and the President of the Probate, Divorce and Admiralty Division; but these are engrossed with busy duties of their own in other courts. The result is that, when one of the six regular judges is indisposed, it is a matter of some difficulty to secure a court. If none of the three *ex officio* judges can be spared, the emergency becomes a serious one. Lord LOREBURN has resorted to two devices to secure a full court when this difficulty arises. During the first three years of his office he usually invited the ex-Chancellor, Lord HALSBURY, to sit; and that "old man eloquent" delighted the bar by the air of juvenile briskness with which he disposed of the business of the court. In the last three years a different device has been tried, namely, the calling-up of a puisne judge. By the Judicature Act of 1875, section 4, the Lord Chancellor could invite the assistance of a King's Bench judge in the appellate court; and under this power Lord MERSEY (then Mr. Justice BIGHAM), officiated there for a considerable part of the year 1907. In 1908 the Appellate Jurisdiction Act of that year extended this right of occasional entry into the higher court to the judges of the Chancery division; and since its enactment the Lord Chancellor has relied upon them, to the exclusion of their

common law brethren. This is, no doubt, due to the greater leisure of the Chancery judges, and not to any supposition on the Chancellor's part that their legal learning is superior to that of the common law bench. Mr. Justice JOYCE, Mr. Justice SWINFEN EADY, and Mr. Justice WARRINGTON, this week, have been, so far, the only three judges whose services have been utilized in this way; but doubtless so admirable a judge as Mr. Justice PARKER will, in due course, be added to the number.

### An Espionage Trial in England.

TO THE student of comparative jurisprudence the recent trial of SCHULZ, the German spy, before Mr. Justice DARLING, is instructive in two ways. In the first place, there is a marked contrast between the features which distinguished this English trial and those which mark similar trials in foreign countries. In particular, it is impossible not to be struck by the points of difference between this trial and that of Mr BERTRAM STEWART. The prisoner received a full and careful trial in open court, so that every member of the public appreciates the nature of the evidence against him. It was shewn, by the testimony of witnesses whose character the defence did not attempt to impeach, that the accused had made investigations as to the naval preparedness of our Portsmouth Fleet, including its coaling arrangements and the number of guns mounted upon certain vessels. Again, the prosecution did not content itself with proving these highly suspicious acts, and leaving it to the prisoner to establish a satisfactory explanation of them. Sir RUFUS ISAACS accepted the burden of proof as to the intentions of the prisoner, and produced conclusive evidence—certain cypher letters—as to the existence of *mens rea* on his part. Lastly, the presiding judge—evidently afraid that the public discussion of the Stewart case might have unfavourably prejudiced the jury against all Germans—went out of his way to impress upon them their duty to sink national prejudice, and not convict the accused unless absolutely convinced of his guilt. The sentence passed, three years' penal servitude, is more severe than Mr. STEWART'S equivalent term of three and a-half years' imprisonment in a fortress; but the Official Secrets Act, 1911, prescribes this term as the *minimum* that can be imposed in the case of the offence proved against the prisoner. Mr. Justice DARLING rightly pointed out that in such cases the sentence is not commensurate with the moral gravity of the crime; it is a deterrent necessary to discourage a practice which causes ill-feeling between friendly nations, and is calculated to provoke war.

### Public Offences and the State Trials.

IN ANOTHER way the spy case is instructive. It marks the great change which in the course of less than three centuries has come over the English conception of a fair trial to political prisoners. As Sir JAMES STEPHEN points out in his History of the Criminal Law, the old practice was to treat the political prisoner with a harshness unknown in dealing with ordinary offenders. In the seventeenth and eighteenth centuries the common felon was tried and treated with something of our present-day regard for absolute justice; but no judge dared shew similar impartiality towards the rebel or the traitor. The State Trials abound with illustrations of this: COKE'S furious denunciation of RALEIGH—"that spider of hell," as he called him—and BACON'S fierce attacks on his sometime friend and benefactor ESSEX, are the two most famous examples. But even so fair and liberal a mind as EDMUND BURKE shared this tendency; his wanton attacks on WARREN HASTINGS in the course of the impeachment of which he was a manager, are justly cited by STEPHEN as a symptom of the same unenlightened sentiment. It is only very gradually that plain men have come to see that the political prisoner, even the traitor and the spy, is entitled to a fair trial, and is not to be hounded down as a public enemy. This lesson has now been fully learned in England, where, indeed, there is now a tendency to glorify the so-called political prisoner, and to demand for him—or her—exceptional leniency of treatment. Indeed, nowadays, an English judge or magistrate may almost be said to apologize to political prisoners when he feels compelled to pass sentence upon them. This attitude of the judicial mind shewed itself very markedly in the remarks made, both by Mr. Justice BANKES last year, and by Mr. Justice DARLING, before passing sentence on the prisoners respectively before them.

### The Adventures of a Removed Action.

THERE ARE few cases better calculated to confirm the layman in his traditional disbelief in the common-sense of the law than is that of *Harrison* v. *Bull and Bull* (reported elsewhere), which came before the Court of Appeal some days ago. The plaintiff sued the defendants, a firm of solicitors, in the county court. At the trial in the City of London Court, the defendants were represented by a King's Counsel—a fact which led the plaintiff to press for an adjournment, on the ground that his solicitors had not been notified by the other side of their intention to brief a leader. After an adjournment and other complications, the defendants moved in the High Court for a writ of *certiorari* to bring up the action from the county court for trial in the King's Bench Division; and the rule for the removal was obtained. It would seem that the next step in the tangle was the making, by the master in chambers, of an order which provided (*inter alia*) for the trial of the case by a special jury. This did not suit the plaintiff, and he refused to go on with his action. In such a case the usual remedy of the defendant is to take out a summons for the dismissal of the action, on the ground of want of prosecution. This he can do under a number of different orders, according to the precise nature of the default made: when the default is in pleading, ord. 27, r. 1, applies; when in taking out summons for directions, ord. 30, r. 8; when in giving notice of trial, ord. 36, rr. 12 and 16. The defendants naturally applied to have the action dismissed in the usual way, but were met by the most ingenious of technicalities. The writ of *certiorari* removes the record of the inferior court to the High Court, *but the parties remain before the court below*. The reason is that the Lord Chancellor has not issued any writ of summons commanding the defendant to appear at the suit of the plaintiff in the King's Bench Division; the defendant has appeared there of his own accord. The plaintiff is, therefore, technically not a litigant in the High Court, and so cannot be compelled to continue there the suit he commenced elsewhere. Such was the law as laid down in pre-Judicature Act days by Lord CAMPBELL, in *Garton* v. *Great Western Railway Co.* (1 E. & E. 258). The rules of the Supreme Court are silent on the point, so that the old rule of procedure remains law in accordance with ord. 72, r. 2, which preserves the old procedure and practice where no further provision is made either by the Judicature Acts or by the Rules. The Court of Appeal felt obliged to follow this case, and refused to let the action be dismissed at the instance of the defendants.

### Imprisonment for Non-payment of Rates.

A NEWSPAPER report of the hearing of a summons for committal to prison for non-payment of rates will attract the attention of those who consider that the enforcement of a civil debt by imprisonment is not consistent with any sound principle of jurisprudence. The statute law by which the remedy is governed is tolerably well known. Under the Poor Relief Act, 1601, and the Distress for Rates Act, 1849, a warrant of distress may be issued by justices for non-payment of poor rates, and if the person who has the execution of the warrant can find no goods or chattels, or no sufficient goods or chattels whereon to levy the sum due, two justices may issue a warrant of commitment against the person in default, and order him to be imprisoned in the common gaol or house of correction for any time not exceeding three calendar months, unless the amount is sooner paid. The only check on the exercise of this discretion appears to be in the Poor Relief Act, 1814, which enables a person liable to rates to apply to justices to be discharged from them on proof of his inability to pay them. Any such application by an occupier to be excused from the payment of rates is, it appears, carefully considered, and proof is required that the applicant is in a state approaching to pauperism. The occupier in the above-mentioned case is stated to have appeared before the justices at the Mansion House, when proof was given that he had no goods on which a distress could be levied, and the justices were asked to commit him to prison. He told a pitiful story: he had a wife

and young children; was destitute; had no prospect of earning anything; had not a penny in the world. The justices were at first disposed to allow him a short delay, but when it appeared that he was above seventy years of age, they censured him with some warmth for his inconsiderate and improvident marriage, and sent him to prison for a month. This decision seems hardly to be in accordance with the maxim *Impotentia excusat legem*. The law, in its most positive and peremptory injunctions, is understood to disclaim all intention of compelling an impossibility. But the justices may have been unable to accept the excuse as a truthful version of the real facts. In any view, a law dating from the days of Queen ELIZABETH, when imprisonment for debt was in full force, is hardly adapted to the more humane feelings of the present day.

### Double Death Duties.

THE CASE of *In re Consuelo Duchess of Manchester*, before Mr. Justice SWINFEN EADY this week (*Times*, February 13th), affords another illustration of the hardship imposed on those who take the property of a deceased person, where there are assets both in and out of the jurisdiction. The main cause of the hardship, which consists in having to pay death duty twice over—to the home exchequer and the foreign exchequer—is the English theory of domicil in its relation to personalty. The theory gives a sort of fictitious locality to personal property, so that for many purposes the property is regarded as situated in the place of the deceased's domicil, although physically it may be abroad. The present case is not novel in deciding that assets abroad are liable to death duty as though they were in the United Kingdom. The novelty consists in the circumstances, which seem not to have occurred in any previous reported case. The testatrix was domiciled in England, and having personalty both in England and in the United States of America, adopted the very usual plan of appointing English executors in respect of her English property, and American executors in respect of her American property. The will was proved in England and in America by the two sets of executors respectively. *Primâ facie*, neither set would have anything to do with property included in the probate belonging to the other set. Death duty was, however, claimed by the English authorities in respect of the American property, and two questions had to be decided: whether the duty was payable, and, if so, whether it was payable by the English executors. It is obvious that the Inland Revenue Commissioners might have very little chance of getting death duties paid by American executors out of property in America. The importance to the Commissioners, therefore, of making the English executors liable was considerable.

### The Enactments as to Payment of Double Duty.

THE RELEVANT enactments controlling this liability are section 2 (2) and section 6 (2) of the Finance Act, 1894. Section 2 (2) makes property situate out of the United Kingdom liable to estate duty if it would, before the Act, have been liable to legacy or succession duty. To this extent the Finance Act, 1894, keeps in force the domicil theory of death duties, though in general this theory is abandoned. The condition as to legacy or succession duty being payable was of course fulfilled in the present case, as with respect to those duties the English domicil of the testatrix at once brought in the American property. It was contended that the appointment of American executors for the American property made a difference, but this argument did not prevail. The American property was held liable to estate duty. Section 6 (2) of the Finance Act, 1894, makes the executor liable for estate duty "in respect of all personal property wheresoever situate" on which duty would have to be paid. The argument on behalf of the English executors was that a qualification must be implied in this enactment, and that it is intended to relate only to such property as comes to the executor's hands. Mr. Justice SWINFEN EADY held, however, that no such qualification could be implied, and that the English executors must pay the estate duty on the American property out of the assets in their own hands—that is, out of the English property. The learned judge, in coming to this decision, quoted and relied on a recent case (*Re Douglas*) decided in Scotland by Lord CULLEN on the 31st of October last. It was there held that the words of section 6 (2) were quite absolute, and that the liability of an executor with respect to estate duty was not confined to property which came into his own hands.

### The Extent of Liability of the English Executors.

IT SHOULD be observed, writes a learned correspondent, that the English executors, as the learned judge held in *Re Duchess of Manchester*, are liable for the duty on the foreign as well as the English assets, but only to the extent of the assets which come to their hands. Thus the claim of the English Revenue may be defeated where the foreign assets are large, and there are not sufficient assets in this country to pay the duty. But in the present case this difficulty is not likely to arise. It may be remembered that the State of New York last year passed an Act abandoning the claim to duty on "intangible property" if the deceased owner was not resident in New York (55 SOLICITORS' JOURNAL, 762). A similar measure, if adopted universally, would prevent double taxation such as will, it is presumed, be imposed on the American personalty in the recent case. A concession of this kind might very properly be made by the Government, but it is perhaps hardly to be expected so long as both parties are pledged to expenses which strain the resources of the country to the uttermost.

### Valuation of Graves.

A NEW difficulty arising under section 74 of the Finance Act, 1910, is revealed by a recent letter to the *Times* (12th inst.), in which the writer narrates his attempt to obtain adjudication of a deed of transfer of a grave. Graves are not exactly ordinary articles of commerce, and although there are certain payments to be made in order to acquire such ownership in a grave as is consistent with the predominant rights of the graveyard or cemetery authority, a transfer of a grave for value, if it ever occurs, is rare. But the transfer may sometimes be made, as in the case in question, from one member of a family to another, and then it is made by deed, and of course there is no money paid. Formerly the deed would have borne a 10s. stamp and there would have been no difficulty. Now section 74 has to be reckoned with; the deed must be presented for adjudication and the Revenue authorities at once want to know the value of the grave. In the present case they were told to ask the chief valuer, and if they had had the common sense which blesses ordinary non-official people, they would themselves have placed some nominal value on the grave and stamped the deed accordingly. But this is repugnant to the present practice of Somerset House, and moreover the authorities do not appear to be averse to bringing the Act and their own methods into ridicule. Accordingly they insist on a valuation, and apparently some sort of guess valuation there will have to be. Section 74 has caused great difficulty in carrying out ordinary dispositions of property, and its productiveness as a source of revenue is its only justification. But it is hardly necessary to strain it to cover graves.

### Statutory Declarations.

IT MAY be hoped that the HOOLEY case will draw attention to the liability of persons making statutory declarations. We suggested some time ago that a statutory provision should be made requiring every statutory declaration to be headed with a statement of the penalties attaching to the making of an untrue declaration, and it seems to us also that it would be desirable that there should be added at foot of the declaration a statement by the declarant that he had carefully read the declaration before signing it. If these precautions were taken there would not be open to declarants such loopholes of escape as were mentioned by the learned judge in summing up in the HOOLEY case:

"The statement in the declaration was confessedly untrue, for the contract had been pledged, and there were three serious charges on it. If Mr. HOOLEY consciously signed the declaration knowing it to be untrue, he did get the money by signing it, because the cheques which had been handed over could have been and would have been stopped if he had refused to sign. The real issue for the jury was—Was this declaration got from HOOLEY in haste or, as it were, by false representation, and did he sign it not knowing what it was and in innocence, or was it his deliberate act and something which he had promised to do?"

The present form of taking the declaration—in which the

Commissioner points to the declarant's signature and says, "Is this your name and handwriting?" and upon the declarant's replying that it is, stating, "You do solemnly and sincerely declare that the contents of this your declaration are true?" to which the declarant replies "I do"—is eminently calculated to promote carelessness or ignorance on the part of the declarant as what he is swearing. There probably never was a time when statutory declarations were more extensively used than at present, and we think we may add that there never was a time when declarations were more recklessly made. We referred some time ago to a statutory declaration made by a clergyman of high position, containing positive affirmations as to facts, most of the statements in which were subsequently found to be incorrect.

### The Value of Statutory Declarations.

THERE SEEMS to be also prevalent a misapprehension as to the practical value of statutory declarations. If made by a member of the family as to matters of pedigree, they will be admissible in evidence after the deponent's death if they were made before any controversy had arisen as to the facts deposed to. But, as Mr. CYPRIAN WILLIAMS points out (1 Vendor and Purchaser, 2nd ed., p. 140), with this exception, statutory declarations as to matters of title are not admissible as evidence in litigation unless as against the deponent, or his privies in estate, blood or law as an admission by him, or after the deponent's death as a statement (if so made) either against his pecuniary or proprietary interest, or in the course of his business or professional duty, or as to public or general rights. Moreover, comparatively little care is bestowed on considering whether a declaration is made by an interested party; whether the matters stated could have been within the personal knowledge of the declarant, and whether his source of information is stated.

### Liability of Solicitor and Client for Illegal Arrest.

THE LIABILITY of solicitor and client respectively, where legal process issues and a trespass is committed, is not always clearly understood. In a case recently heard in the City of London Court, the plaintiff brought his action to recover damages from the defendant, a schoolmistress, and her solicitors, for illegal arrest in county court proceedings. It appeared that the first-named defendant having obtained judgment against the plaintiff in the West London county court for the amount (including costs) of £15 13s. 1d., the court made an order for the payment of the debt by instalments, and that in default of payment, execution should issue. The plaintiff paid £10 on account. The defendant's solicitors then issued a warrant for the arrest of the plaintiff in default of payment of the whole sum of £15 13s. 1d. The form of order of commitment, when filled up by the judgment creditor, should state correctly the sum in payment of which the defendant has made default at the time of the issue of the judgment summons, deducting the amount paid into court since the issue of the judgment summons. The plaintiff was arrested, but was, after a short detention, released on paying the balance due from him; the solicitor's clerk explaining that he had made a mistake. The jury found for the plaintiff for £50 damages, and the judge is reported to have said that the name of the client would be removed from the proceedings, as she had nothing to do with the occurrence. We have some difficulty in following this decision. The client may be liable if the solicitor has acted inadvertently or ignorantly. A solicitor is a peculiar kind of agent—in the court he is put in the place and stead of his client, and is authorized to take proceedings on his behalf; but the client, who rarely knows what proceedings the solicitor takes, is also responsible.

### Penalties on Corporations.

THE PENALTY of £100 imposed by the Gravesend justices on the South Eastern Railway Company for cruelty to pigs and sheep by overcrowding would have hardly satisfied the jurists of the reign of Queen ELIZABETH, who would have gravely contended that a corporation could have no malice or guilty mind, and was, therefore, not a proper subject for criminal proceedings. But this view of the law is obviously wholly unsuited to the requirements of the present age. A large proportion of the business of the United Kingdom is carried on by corporations, and there is no reason why a liability to a fine should not be enforced against them in the same manner as a debt in a civil action. The liability of the railway company does not, of course, interfere with the separate liability of their agents in criminal proceedings.

## Right to Jury.

FIFTY years ago the decision of the Court of Appeal in *Kelsey* v. *Donne*, to which we refer more fully below, might have created a public agitation to protect the "inalienable right of the British citizen" to trial by jury of any action at common law which depended mainly on facts in dispute. Since that time the right to trial by jury has been placed under the direction of the court by statutory provisions which give power to the judge or master in chambers to order such mode of trial in a proper case, and refuse it in others. Until recently one essential feature of the exercise of this directing power has been that it should take place at that period in the development of the proceedings when the issue had become plainly set forth in the pleadings.

In a certain class of actions, such as slander, libel, false imprisonment, malicious prosecution, seduction and breach of promise of marriage, the absolute right to a common jury or special jury was reserved to the parties without order, by ord. 36, r. 2, of the Rules of the Supreme Court, which entitles either party, on notice of his desire to the opposite party, to have his action entered in the jury list of actions for trial with a jury. These arrangements worked well for many years, and the public right was assisted, instead of being retarded or diminished, by the directing hand of the court.

But a change came three years ago when Order 54, Part III., was added to the Rules of the Supreme Court. With most of the rules of that Part we are not now concerned. They were passed in furtherance of a scheme of court work which was subsequently found to be unworkable, and they are consequently inoperative and obsolete. Why they have not been repealed is a problem which has not yet been solved. But one of those rules (ord. 54, r. 32) contains important provisions with regard to jury actions, designed to give effect to the abortive scheme of court work referred to, and carefully constructed as to its terms to guard against any interference with the rules of ord. 36 defining the rights of parties to trial with jury and fixing the time for the exercise of those rights.

In order to appreciate fully the effect of the important and somewhat surprising decision in *Kelsey* v. *Donne*, it is necessary to understand the precise purpose of ord. 54, r. 32, at the time it was passed. The abortive scheme referred to was designed to abolish the judge in chambers, and assign all interlocutory business in actions for trial to judges to be appointed to try special jury, common jury, and non-jury actions respectively. In order to effect this purpose, it was necessary that each action should be assigned to its particular list at the earliest possible moment of its existence. With this object ord. 54, r. 32, was passed, imposing the compulsory duty on the masters, at the first hearing of the summons for directions, or on giving leave to defend under ord. 14, to fix the mode of trial in order to secure the immediate insertion of the case in the special jury, common jury, or non-jury list of actions for trial.

It is important to bear in mind that this early fixture of the mode of trial is compulsory on the parties as well as on the masters. It has to be done whether the parties desire it or not, and whether they object or not. It is the act of the court imposed on the parties for a purpose of its own, which has now been abandoned though the rule remains.

When the rule was made, it was recognized that in a large number of these actions it would be impossible for the masters to exercise with knowledge at the commencement of the proceedings a final discretion as to the mode of trial. Therefore ord. 54, r. 32, gave further power to the masters to alter the mode of trial at a later period "for sufficient cause" on the application of "either party."

This power to alter the mode of trial, which preserved the

rights of the parties to apply subsequently for a jury under ord. 36, r. 6, has been destroyed by the decision of the Court of Appeal in *Kelsey* v. *Donne* (105 L. T. R. 856), which we will now consider. The following are the Rules of the Supreme Court involved in the case:—

ORDER 14, RULES 6, 8.

6 Leave to defend may be given unconditionally, or subject to such terms as to giving security or time or mode of trial or otherwise as the judge may think fit.

8. (*a*.) Where leave, whether conditional or unconditional, is given to defend, the judge shall have power to give all such directions as to the further conduct of the action as might be given on a summons for directions under ord. 30, and may order the action to be forthwith set down for trial.

(*b*.) A special list shall be kept for the trial of causes in which leave to defend has been given under this order, and in which the judge is of opinion that a prolonged trial will not be requisite; and the judge may, if he thinks it advisable, order any such action to be put into such list.

ORDER 36, RULES 2–6.

2. In actions of slander, libel, false imprisonment, malicious prosecution, seduction, or breach of promise of marriage, the plaintiff may, in his notice of trial to be given as hereinafter provided, and the defendant may, upon giving notice within four days from the time of the service of notice of trial or within such extended time as the court or a judge may allow, or in the notice of trial to be given by him as hereinafter provided, signify his desire to have the issues of fact tried by a judge with a jury, and thereupon the same shall be so tried.

3. Causes or matters assigned by the principal Act to the Chancery Division shall be tried by a judge without a jury, unless the court or a judge shall otherwise order.

4. The court or a judge may, if it shall appear desirable, direct a trial without a jury of any question or issue of fact, or partly of fact and partly of law, arising in any cause or matter which previously to the passing of the principal Act could, without any consent of parties, have been tried without a jury.

5. The court or a judge may direct the trial without a jury of any cause, matter, or issue requiring any prolonged examination of documents or accounts, or any scientific or local investigation, which cannot in their or his opinion conveniently be made with a jury.

6. In any other cause or matter, upon the application, within ten days after notice of trial has been given, of any party thereto for a trial with a jury of the cause or matter or any issue of fact, an order shall be made for a trial with a jury.

ORDER 54, RULE 32.

The order made on the summons for directions in every action or matter, and every order giving leave to defend under ord. 14, shall direct whether the action is to be tried with a special jury, or with a common jury, or without a jury (whether by a judge or otherwise), and shall also direct where the action or matter is to be tried, but the mode and place of trial so directed may be subsequently altered for sufficient cause on a summons or a notice under the summons or order for directions issued by either party. If the mode or place of trial is so altered, the action shall thereupon be transferred to the appropriate list.

In *Kelsey* v. *Donne* (*supra*) the claim was for £236 alleged to be due to the plaintiff in respect of certain transactions for the purchase and sale of shares. On application for summary judgment under ord. 14, the master, on the 28th of September, 1911, gave leave to defend, and directed that the action should be tried in Middlesex by a judge without a jury. On November 6th the defendant applied by summons, under ord. 36, r. 6, for an order for trial with a jury.

The application for a jury was dismissed, and on appeal to the judge, the master's decision was upheld. The defendant thereupon appealed to the Court of Appeal, who, without calling on counsel for the plaintiff, dismissed the appeal, on the ground that an order having once been made by a master and the judge in chambers for trial without a jury, and not having been appealed against, *it was not open to the defendant to apply subsequently under ord.* 36, *r.* 6, *for a trial with a jury.* Their lordships did not consider that the decisions in *Wolfe* v. *De Braam* (81 L. T. 533, C. A.), and *Macartney* v. *Macartney* (25 T. L. R. 818), were an authority for the proposition that ord. 36, r. 6, applies to cases set down for trial under ord. 14, r. 8 (*b*), on an order for leave to defend which was not made conditional on trial without a jury; and that in the absence of such a condition the defendant cannot be deprived of his right to a jury under ord. 36, r. 6.

In considering the effect of this decision on the practice, the question whether in that case there ought, or ought not, to have been trial with a jury may be disregarded. That question was not considered on its merits at all by the Court of Appeal, whose decision rests solely on the ground stated in the words we have italicized above. *Wolfe* v. *De Braam* (*supra*) was distinguished on the ground that no order for trial without a jury was made in that case. VAUGHAN WILLIAMS, L.J., said, "Where such an order is made and is unappealed against, that, in my opinion, overrules the provisions of ord. 36, r. 6, as between litigants. Nothing in our decision affects the construction or effect of ord. 36, r. 6. All that we say is that, an order having been made for a trial without a jury, and not having been appealed against, we cannot go into the question whether that order was right or wrong, but must hold, as between the parties, that the defendant has no right to a trial with a jury."

We have referred to this decision as somewhat surprising, and we think it is. In the first place, it cancels the latter half of ord. 54, r. 32 (*supra*)—if, indeed, a decision of the Court of Appeal can, in fact, cancel a Rule of the Supreme Court. That rule expressly provides that, the master having compulsorily fixed the mode of trial at the commencement of the proceedings, "the mode and place of trial so directed may be subsequently altered for sufficient cause," on the application of "either party."

The Court of Appeal, in *Kelsey* v. *Donne* (*supra*), says that when once the mode of trial has been fixed by order, neither party has the right to make a subsequent application to have the mode of trial altered. The rule and the decision are in direct contradiction to one another. BUCKLEY, L.J., said: "How can the defendant be subsequently heard to say that an absolute right to trial by jury (under ord. 36, r. 6, *supra*) still survives to him?" The answer to this question is that ord. 54, r. 32, and ord. 36, r. 6 (*supra*), read together, distinctly tell him that he may apply subsequently, and that he has that right.

In the second place, this decision, notwithstanding the disclaimer of such intention by the learned judges, overrules ord. 36, r. 6 (*supra*), in one particular of the highest importance. That rule gives "any party" to an action not specifically excepted by rules 3, 4, and 5 (*supra*), the right to apply "*within ten days after notice of trial has been given*" for trial with a jury. The rule fixes the natural and proper time for the demand to be made, and it does not contain any words suggesting that the absolute right it confers depends upon whether or not trial without a jury has been previously ordered without their solicitation, and by the act of the court itself for its own convenience. If the first part of ord. 54, r. 32, is held to bind them to the mode of trial, why is the second part of that rule held to be not binding on the court, to the exclusion of their rights under ord. 36, r. 6?

We confess ourselves unable to appreciate any distinction between the circumstances of the case in *Wolfe* v. *De Braam* and *Kelsey* v. *Donne* which is really material to the result. It is true that in *Wolfe* v. *De Braam* there had been no previous order fixing the mode of trial without a jury. But when that case was decided ord. 54, r. 32, did not exist, and that rule cuts both ways with equal force. What it compels with one part it provides power to nullify with the other part. In *Kelsey* v. *Donne* (*supra*) the Court of Appeal accepted and acted upon the first part, by upholding the mode of trial fixed under that rule, and refused to acknowledge the binding effect of the second part, by refusing even to entertain an application to alter the mode of trial.

In these circumstances a serious question of daily practice arises. What are the masters to do with applications to alter the mode of trial? They must either disobey the Rule of Court by refusing to entertain them; or they must fail to remember *Kelsey* v. *Donne* and obey the rule.

The practice of the court on such an extremely important question as the right to a jury ought not to be left in the state of confusion which characterizes it at present. It is to be hoped

that the attention of the Rule Committee will be drawn to this matter. Ord. 54, r. 32, ought to be annulled, the sole purpose for which it was passed having ceased to exist. This would remove from the masters the compulsion imposed upon them to direct the mode of trial at the commencement of the proceedings, when they cannot, in many cases, know whether the case ought to be tried with a jury or without. It would also leave all applications for an order for a jury to be made once for all, "within ten days after giving notice of trial" under ord. 36, r. 6 (*supra*)—the only proper time for making such an application, namely, when the action is ready for trial.

In *Wolfe* v. *De Braam* (*supra*) the Court of Appeal decided, in a case where leave to defend was given, and the case was inserted in the special list under ord. 14, r. 8 (*b*), that a party applying for an order for a jury under ord. 36, r. 6 (*supra*) within the time there specified, "and the case is not one of those excepted by Rules 3, 4, or 5 (*supra*) of order 36, the judge has no discretion, and must make an order for trial with a jury" (see judgment of A. L. SMITH, L.J., in that case). COLLINS, L.J., and VAUGHAN WILLIAMS, L.J., gave judgment to the same effect. Under the above rules and decision the right to a jury is fully preserved, but it has been seriously obscured by *Kelsey* v. *Donne* (*supra*).

# The Effect of the Conveyancing Act, 1911.

## (3) As to Trusts.

THE sections of the Act which deal specially with trusts are section 8, survivorship of trusts and powers; section 9, provisions respecting mortgaged property where the right of redemption is barred, or otherwise extinguished; section 10, dispositions on trust for sale; and section 13, notice of trusts on transfer of mortgage. Having regard to the previous articles on the mortgage sections—to which should be added section 15, which allows the statutory form of mortgage under the Conveyancing Act, 1881, to be varied so as to give effect to any special arrangements—it is convenient, first, to consider section 9.

### (1) POSSESSORY TITLES UNDER TRUST MORTGAGES.

Section 9 deals with the case where trustee-mortgagees have gone into possession, and have acquired a possessory title to the mortgaged property free from the mortgagor's equity of redemption. Their security, which was previously personal estate, becomes real estate, and they may be without the necessary powers of dealing with it. The operation of the Statute of Limitations, when a mortgagee is in possession, depends on section 7 of the Real Property Limitation Act, 1874, which replaced section 28 of the Act of 1833. When a mortgagee has obtained the possession or receipt of the profits of any land, or the receipt of any rent, comprised in his mortgage, the mortgagor or any person claiming through him cannot bring an action to redeem the mortgage but within twelve years after the mortgagee obtained such possession or receipt, unless in the meantime an acknowledgment in writing of the mortgagor's title has been given. The word "rent" in other similar clauses means rent-charge: *Grant* v. *Ellis* (9 M. & W. 113); so that, unless a rent-charge is comprised within the security, the operation of the section appears to depend on the words "possession or receipt of profits." Where the mortgagee goes into actual possession of the land by himself or his bailiff, the section obviously applies. In the former case he is in possession; in the latter he is *primâ facie* equally in possession, since the possession of the bailiff is his possession; but, to avoid any doubt on this point, the words "or in receipt of profits" were introduced (see Lord St. Leonard's Real Property Statutes, p. 47).

The section, however, is not suitably framed to cover the case of a mortgagee going into receipt of rents, and though receipt of profits might very well include receipt of rent, yet it is usual to speak of receipt of rents and profits when receipt of rents is intended to be included, and the framework of the Real Property Limitation Acts is opposed to the inclusion of "rent" under "profits." As against tenants, indeed, section 35 of the Act of 1833 specially provides that receipt of rents shall be deemed to be the receipt of profits, and this was intended to prevent any possibility of the tenant gaining a title against the landlord while he was paying rent to him. It follows that for the general purposes of the Acts, receipt of profits does not include receipt of rent, and it is not necessary that it should. As long as the tenant is in possession, the statute does not run in favour of a stranger unless rent is actually paid to the stranger, and then, if the rent exceeds 20s. and is reserved on a lease in writing, the stranger gets his title under section 9 of the Act of 1833; if the lease is not in writing the landlord loses his title by virtue of section 8, and the stranger gets the title because the tenant is estopped from disputing it: *Carlton* v. *Bowcock* (51 L. T. 659).

For the general purposes of the Real Property Limitation Acts, therefore, "receipt of profits" does not include receipt of rents; but section 7 of the Act of 1874 calls, in this respect, for special treatment. A mortgagee who goes into receipt of rents cannot gain a title under section 9 of the Act of 1833, since he is not a person "wrongfully claiming" the land in reversion expectant on the determination of the lease. He must gain his title under section 7 of the Act of 1874 if at all, and since it cannot be supposed that he was to gain a title only when he went into actual occupation by himself or his bailiff, it is necessary to read "receipt of profits" as including receipt of rents. We believe it is commonly assumed that the section has this effect, but, having regard to other provisions of the statutes, the question is one that requires to be dealt with. If "profits" cannot be extended in this way to include rent, then the phrase "receipt of any rent" must have a meaning different from that assigned to it elsewhere, and must include receipt of rent reserved on a lease. In one of these ways section 7 of the Act of 1874 must be made to apply to possession by a mortgagee, whether this is in the form of actual possession or of receipt of rents.

In the absence, then, of acknowledgment, the mortgagor's right to redeem will be barred in twelve years, and at the end of that time his title will be extinguished. While the statute is running in favour of the mortgagee, he has only the rights of a mortgagee; and, notwithstanding that he has an estate in the land, his substantial interest is in the debt, and is therefore of the nature of personalty. Consequently, if he dies before the twelve years have elapsed, his interest devolves as personalty: *Re Loveridge, Drayton* v. *Loveridge* (1902, 2 Ch. 859). But on the expiration of the twelve years his interest (if the mortgaged property is realty) changes its nature. It is no longer personalty, but realty, and now it devolves as such. Hence, though, in common with other realty, it will vest in the first instance in his personal representatives, the beneficial interest will be in the persons entitled to his real estate: *Re Loveridge, Pearce* v *Marsh* (1904, 2 Ch. 518).

Where trustee-mortgagees have gone into possession, and have retained possession for twelve years, the mortgagor's title will be extinguished in the manner stated above, and, in lieu of the mortgage debt, the trustees will have the absolute interest in the mortgaged land; and the equity of redemption can also be extinguished by foreclosure, or by release by the mortgagor. In all these cases questions may be raised as to the power of the trustees to sell the land, and section 9 (1) of the present Act provides generally that when, by virtue of the Statutes of Limitation or foreclosure or otherwise, property, vested in trustees by way of security, becomes discharged from the right of redemption, it shall be held by them on trust for sale, with power to postpone such sale for such period as they may think proper. It is provided by subsection 2 that the net proceeds of sale shall be applied in like manner as the mortgage debt, if received, would have been applicable; and the income of the property until sale will be applied in like manner as the interest, if received, would have been applicable. This is quite proper, and only preserves the rights of the parties. There is no reason why they should be affected by the change in the nature of the trust property. But there follows the proviso—"This sub-section shall operate without prejudice to any rule of law relating to the apportionment of capital and income between tenant for life and remainderman;" and no doubt it is intended to introduce the rule in *Howe* v. *Earl of Dartmouth* (7 Ves. 137), so that, if the property is leasehold it

must be treated as converted, and the tenant for life will get only 4 per cent. on the notional proceeds. Possibly it was necessary to make this reservation, though its actual operation may raise questions of difficulty.

Sub-section 3 provides that the section shall not affect the right of any person to require that, instead of a sale, the property shall be conveyed to him, or in accordance with his directions. This, of course, is only introduced as a precaution. A person absolutely entitled can always put an end to a trust for sale, and call for a conveyance. In cases where the mortgage money is capital money under the Settled Land Acts, it could, under section 21 (vii.) of the Act of 1882, be invested in the purchase of land, and the land is to be conveyed in accordance with the direction of section 24; that is, to the uses and upon the trusts of the settlement. Sub-section 4 of the present section provides that mortgaged land, as regards which the trustees have acquired an absolute title, may, on the requisition of the tenant for life, be treated as land purchased with capital money, and thereupon a conveyance or declaration of trust will be executed in accordance with section 24 of the Act of 1882. The present section applies whether the right of redemption has been discharged before or after the commencement of the Act. It should be noticed that since the land is to be held on trust for sale, section 63 (1) of the Settled Land Act, 1882, applies—this includes land subject to a trust for sale by Act of Parliament—but under section 7 of the Settled Land Act, 1884, the tenant for life will not be able to exercise his statutory power of sale without the leave of the court.

# Reviews.

## Pleading.

THE PRINCIPLES OF PLEADING AND PRACTICE IN CIVIL ACTIONS IN THE HIGH COURT OF JUSTICE. By W. BLAKE ODGERS, M.A., LL.D., K.C. SEVENTH EDITION. Stevens & Sons (Limited).

Notwithstanding the changes in procedure introduced by the Judicature Acts, litigation still has many pitfalls for the unwary, and Mr. Odgers' book is one of the readiest means of learning how to avoid them. The system of pleading introduced by the Acts is in theory, he said in his original preface, the best and wisest, and indeed the only sensible system of pleading in civil actions. "Each party in turn is required to state the material facts on which he relies, he must also deal specifically with the facts alleged by his opponent, admitting or denying each of them in detail, and thus the matters really in dispute are speedily ascertained and defined." That is so, no doubt, as to the facts in dispute, and since, in all matters affecting rights and liabilities, the essential point is first to ascertain these facts, the pleadings furnish the necessary groundwork for settling the litigation. The rest is matter for the advocate in court, save so far as it is necessary to raise on the pleadings special defences which confess and avoid the plaintiff's case and might take him by surprise, such as the Statute of Limitations, the Statute of Frauds, and the other matters referred to in R. S. C., ord. 19, r. 15. But though the matter is thus reduced to apparent simplicity, the various steps to be taken in eliciting the facts, and defining the issues, and the application of the rules of pleading to particular cases, call for clear exposition if mistakes are to be avoided. Mr. Odgers traces the whole matter from the issue of the writ to the trial of the action, with subsequent chapters on appeals, execution and costs, and his method of appending illustrations to his statement and explanation of the practice adds interest and clearness to the book. The five years which have elapsed since the previous edition have not seen many important changes in the rules; but numerous cases have been decided, and these have led to considerable modification in the present edition. The appendix of precedents of indorsements, pleadings, and other matters is a very useful feature of the book.

## The New Conveyancing Act.

THE CONVEYANCING ACT, 1911, BEING THE FULL TEXT OF THE ACT AND OF THE SECTIONS OF EARLIER CONVEYANCING AND OTHER ACTS AFFECTED THEREBY. WITH NOTES. By L. E. EMMET, Solicitor, Author of "Notes on Perusing Titles." The Solicitors' Law Stationery Society (Limited).

This will be found a very convenient introductory edition of the Conveyancing Act, 1911. It consists of a Queen's Printers' copy of the Act, with the sections of earlier Acts affected thereby printed in italics; and short notes explaining the object of the various sections. These notes are naturally not complete, but are useful so far as they go. A table is given, shewing the sections of the Conveyancing Act, 1881, affected by the new Act. The work is published at a very small price, and will be found of service to the lawyer to have on his table until a completely annotated edition of the Act has been published. There should probably have been an index.

## Books of the Week.

**The Commercial Laws of the World.**—The Commercial Laws of the World, comprising the Mercantile, Bills of Exchange, Bankruptcy and Maritime Laws of all Civilised Nations; together with Commentaries on Civil Procedure, Constitution of the Courts and Trade Customs, in the Original Languages, interleaved with an English Translation. Contributed by numerous eminent specialists of all nations. British Edition. Consulting Editor, the Hon. Sir THOMAS EDWARD SCRUTTON, Judge of the King's Bench Division of the High Court of Justice. General Editor, WILLIAM BOWSTEAD, Barrister-at-Law. Sweet & Maxwell (Limited)

**Justices' Practice.**—The Magistrate's General Practice, being a Compendium of the Law and Practice relating to Matters occupying the attention of Courts of Summary Jurisdiction, Penalties on Summary Convictions, Magistrate's Calendar, &c With an Appendix of Statutes, Rules and Forms. Ninth Edition. By CHARLES MILNER ATKINSON, M.A., LL.M. (Cantab), Stipendiary Magistrate for the City of Leeds. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

**Joint Stock Company's Secretaries' Duties.**—The Secretary's Manual on the Law and Practice of Joint Stock Companies, with Forms and Precedents. By JAMES FITZPATRICK, F.C.A., and T. E. HAYDON, M.A., Barrister-at-Law. Fourteenth Edition. Jordan & Sons (Limited).

**National Insurance Act.**—A Guide to the National Insurance Act, 1911, with Notes and Index. By U. WIPPELL GADD, Barrister-at-Law. Effingham Wilson.

# New Orders, &c.

## Public Trustee Act, 1906.

Notice is hereby given, pursuant to the Rules Publication Act, 1893, that draft amending Rules have been prepared under the above Act.

Copies may be obtained on application at the Lord Chancellor's office, House of Lords, S.W.

[On inquiring at the Lord Chancellor's office our representative was informed that no printed copies of the amended rules had been received there, but that a copy would be forwarded as soon as received. No copy has yet reached us.]

# CASES OF THE WEEK.

## Court of Appeal.

**"THE FANNY."** No. 1. 31st Jan.; 1st Feb.

SHIPPING—LOSS OCCURRING THROUGH "ACTUAL DEFAULT OR PRIVITY OF OWNER"—APPOINTMENT OF INCOMPETENT MANAGER—LIMITATION OF LIABILITY—MERCHANT SHIPPING ACT, 1894 (57 & 58 VICT. c. 607, s. 503.

*A collision occurred between* The Fanny *and* The Lily Green, *due to the former breaking adrift during a gale owing to her cables being defective. In a collision action* The Fanny *was held solely to blame.*

*The defendant in that action, the owner of* The Fanny, *thereupon commenced a limitation action, asking that his liability for the damages awarded to the owner of* The Lily Green *should be ascertained in accordance with the provisions contained in section 503 of the Merchant Shipping Act,* 1894. *The plaintiff, who was a man of eighty years of age, had appointed his nephew, whom Bargrave Deane, J., found not to be a competent person, to act as his manager.*

*Held, that whether the nephew was an incompetent person to the knowledge of the plaintiff or not to act as his manager, nevertheless, in the circumstances, the plaintiff was compelled to appoint someone, and being sole owner, in the absence of affirmative evidence that the vessel was sent out with defective cables through his "actual fault or privity," was entitled to the benefit given by the section.*

*Decision of* Bargrave Deane, J. (27 *T. L. R.* 568), *reversed.*

Appeal by the plaintiff in a limitation action against a judgment of Bargrave Deane, J. The plaintiff, Thomas Morgan, was the one registered owner of the sailing ship *Fanny*, and in a collision action that vessel had been held solely to blame for damages which occurred from a collision between her and the schooner *Lily Green*, a vessel owned by Mr. J. S. Davies, in Milford Haven, during a gale on the 16th of December, 1910. *The Fanny*, along with several other vessels, was sheltering in Milford Haven, and during the gale her cables broke, and, drifting away from her moorings, she collided with *The Lily Green*, doing the damage in respect of which proceedings before the President

of the Admiralty Court were instituted. *The Fanny's* anchors were dragged for, and both her chains were found to be hopelessly worn out. The President held that *The Fanny*, by reason of her tackle being faulty, was solely to blame. That finding was not appealed against, but limitation proceedings were instituted by Thomas Morgan for a declaration that on payment into court of a sum of £630, being £8 per ton on *The Fanny's* registered tonnage, with interest, all further proceedings against him should be stayed. The plaintiff pleaded that the accident had taken place without his "actual fault or privity." He alleged that he had not been able to superintend his dockyard for eight years, and had not been at his office for ten years. He said: "I am an old man of eighty. True, my mental powers are good, but I have appointed my nephew Richard Jones as manager of my shipyard, and he is responsible." This Richard Jones gave evidence, and his lordship thought he was a person to whom no owner should have left any discretion at all. In giving judgment for the defendant his lordship expressed the opinion that a managing owner, by simply passing on his duties to A, B, or C, could not be heard to say that a collision, due to the faulty tackle with which the ship was sent out to sea, took place without his actual fault or privity. In his opinion the facts of this case disentitled the plaintiff to succeed, and judgment would be entered for the defendant. The plaintiff appealed.

VAUGHAN WILLIAMS, L.J., in giving judgment, said he thought the appeal must be allowed. There was evidence that Morgan was the sole owner of *The Fanny* when the collision took place, and also of the yard from which the defective chains had been supplied, if the chains were the chains which were said to have been supplied to the ship in 1903. He desired that it should not be inferred from anything he might say that he thought an owner who sent out a ship with unfit tackle to his knowledge, or who knew or ought to have known that the person he placed in charge was incompetent to see that all was right, could claim a declaration of limitation of injury resulting from such negligence. But here the evidence as to when and how the defective chains were supplied to the ship was unfortunately not at all certain, nor was it certain that the chains which gave out were the chains supplied in 1903. The ship had been passed on inspection. Therefore the only question was whether the man Jones, to whom the plaintiff entrusted the management of his business, was incompetent to his knowledge. The learned judge had found that he was incompetent; but no specific act of incompetency was alleged. His lordship said he had read the evidence, and he failed to see on what ground the learned judge came to that conclusion. As regards the words in the section, "Actual default or privity," it was said that the shipowner would not be entitled to the benefit given by the section if he appointed an incompetent person to act on his behalf, and he knew or ought to have known at the time he appointed him that the person was incompetent. His lordship did not dissent from that proposition, but there was no evidence that that was so in this case. For these reasons the appeal must succeed.

FARWELL and KENNEDY, L.JJ., concurred. Appeal allowed with costs. —COUNSEL, *Batten*, K.C., and *C. R. Dunlop*, for the appellant; *Bateson*, K.C. and *G. D. Keogh*, for the respondent. SOLICITORS, *Holman, Birdwood, & Co.; Pritchard & Sons.*

[Reported by ERSKINE REID, Barrister-at-Law.]

**METROPOLITAN ELECTRIC TRAMWAYS (LIM.) (Appellants) *v.* TOTTENHAM URBAN DISTRICT COUNCIL (Respondents).** No. 1. 8th Feb.

RATES—TRAMWAYS—GENERAL DISTRICT RATE—TRAMROAD CONSTRUCTED UNDER SPECIAL ACTS—"LAND USED AS A RAILWAY"—"RAILWAY"—PARTIAL EXEMPTION FROM RATES—PUBLIC HEALTH ACT, 1875 (38 & 39 VICT., C. 55), S. 211 (1 B.).

*The appellants were incorporated by Acts of Parliament for maintaining and working the tramroad and tramways in the Acts described within the area of the respondent council's jurisdiction.*

*Held, that the tramway track, being land used only as "a railway" within the meaning of section* 211 *of the Public Health Act*, 1875, *the company were entitled to the partial exemption from general district rates conferred by that section.*

Thornton Urban District Council *v.* Blackpool and Fleetwood Tramroad Co. (53 SOLICITORS' JOURNAL, 445; 1909, *A. C.* 264) *followed.*

Swansea Improvement and Tramway Co. *v.* Swansea Urban Sanitary Authority (1892, 1 *Q. B.* 357) *overruled.*

Appeal by the tramway company against a decision of the Divisional Court on a case stated by justices as to the rating of its lines of tramways through the streets of Tottenham. The question was whether the company were entitled to claim the partial exemption from general district rates conferred on "light railways" by section 211 (1b) of the Public Health Act, 1875. The justices before whom the appeal against the assessment on the higher basis came decided against the company, holding that they were bound by a decision of the Divisional Court in *Swansea Improvement and Tramway Co.* v. *Swansea Sanitary Urban Authority* (1892, 1 Q. B. 357), in which it was held that the land occupied by the tramway was not land "used only as a railway" within the meaning of section 211 of the Public Health Act, 1875, so as to entitle the company to be rated in the proportion of one-fourth part only of its net annual value in respect of a rate levied under section 210 of the same Act. Subsequently, in *Thornton Urban Council* v. *Blackpool and Fleetwood Tramroad Co.* (53 SOLICITORS' JOURNAL, 445; 1909, A. C. 264), the House of Lords gave a decision which appeared to be directly at variance with the *Swansea case*, but did not in terms overrule it. The Divisional Court were therefore faced with a difficulty by these conflicting authorities, and, without expressing any decision on the case, considered themselves bound by the *Swansea case*, and dismissed the company's appeal. The present appeal was to get the decision in the *Swansea case* overruled. The material facts stated in the case were as follow: On the 1st of April, 1910, the Tottenham Urban District Council made a general district rate under the Public Health Act, 1875, upon all property in the district for the purpose of defraying the expenses incurred by them by virtue of the Public Health Acts, and the tramway company were thereby rated in respect of the tramway hereditaments at the rateable value of £4,575, and the sum of £495 12s. 6d. was demanded as the amount of rate payable in respect of the said rateable value. The appellants were rated in respect of their occupation of the lines of rails of the tramways within the district, and they paid in respect of the said rate the sum of £123 18s. 2d., being the total sum charged by the said rate calculated on one-fourth part only of the rateable value. The appellants were the occupiers of and worked as one connected system certain tramways and light railways constructed in and along certain public streets and roads, all of which were highways in the counties of Middlesex, London and Hertford. The tramway and the light railway had a junction with each other, and also had junctions with other of the tramways and railways outside the district, and all of them were worked by the appellants as one connected system. Paragraph 8 of the case stated that the tramway and the light railway as to mode of construction and the materials used therein were identical, that the carriages used upon the tramway and the light railway were the same carriages and had flanged wheels running on the rails, and the same carriages used on the tramway ran through and over the light railway for the conveyance of passengers and parcels thereon as part of one common system, and that the electrical power was supplied on what was commonly called the overhead system. Paragraph 9 stated that "the electrical energy used for working the tramway and light railway was generated at the same power station, and was thence transmitted over a common system of cables and mains to sub-stations." The case further stated that the company had appointed stages upon the tramway and the light railway, and portions thereof, as part of the whole system and as one undertaking, and carried passengers and parcels at fixed rates. The premises now assessed prior to 1904 were assessed under section 211. No question was raised by either party in respect of the rating of the light railway.

FARWELL, L.J., in giving judgment, said the question which had to be considered was the meaning of the words in section 211 of the Act of 1875—"Land used as a railway constructed under the powers of any Act of Parliament." There was no doubt that light railways were entitled to partial exemption in respect of rates: *Wakefield Corporation* v. *Wakefield and District Light Railway* (52 SOLICITORS' JOURNAL 497; 1908, A. C. 293). He could see no difference, so far as physical appearance went, between a light railway and a tramway, nor could he find any statutory definition which drew a distinction. He did not agree with the *Swansea case*. In his opinion there was no ground for saying that the reasoning of the decision of the House of Lords in the *Blackpool case* did not govern the present appeal. In his opinion the decision in the *Swansea case* must be treated as now overruled.

KENNEDY, L.J., and WARRINGTON, J., delivered judgment to the same effect. Appeal allowed with costs.—COUNSEL, *Danckwerts*, K.C., and *C. C. Hutchinson*, for the company; *Macmorran*, K.C., and *Ryde*, K.C., and *W. H. Cartwright-Sharp*, for the council. SOLICITORS, *Ashurst, Morris, Crisp, & Co.; Francis Shelton.*

[Reported by ERSKINE REID, Barrister-at-Law.]

# High Court—Chancery Division.

***Re* NATIONAL PROVINCIAL INSURANCE CORPORATION (LIM.). COOPER *v.* THE CORPORATION.** Swinfen Eady, J. 7th Feb.

COMPANY—WINDING-UP—SCOTCH LAW—ARRESTMENT—JUDGMENT ON ARRESTMENT OBTAINED AFTER PETITION TO WIND UP SERVED—COMPANIES (CONSOLIDATION) ACT, 1908, S. 142—ACTION OF "FURTHCOMING" IN SCOTLAND.

*Leave was granted under section* 142 *of the Companies (Consolidation) Act*, 1908, *to the applicants to bring a fresh action in Scotland after the winding-up order had been made, when it was shewn that such fresh action was in reality only a method of obtaining the fruits of a previous action.*

This was a motion, under section 142 of the Companies (Consolidation) Act, 1908, to enable the applicants to bring an action in Scotland, in spite of a winding-up order having been made against the company in England. The facts sufficiently appear from the judgment. Counsel for the applicants contended that his arrestment in Scotland was incomplete and inchoate, and he must bring an action of "furthcoming" in Scotland to perfect it, and relied on *Re David Lloyd & Co., Lloyd* v. *The Company* (1877, 6 Ch. D. 339), *Re West Cumberland Iron and Steel Co.* (1893, 1 Ch. 713), *Re New City Constitutional Club Co., Ex parte Purssell* (1886, 34 Ch. D. 646), and *Re Wanzer (Limited)* (1891, 1 Ch. 305). Counsel for the respondents contended that the very fact of this being an English company, being wound up in England, enabled the applicants to launch this motion. Section 118 of the Act enables orders made in courts in England to be enforced in Scotland. He referred to *Thomson* v. *Fullerton* (5 Dunlop 379) and *Harvey Yoker Distillery Co.* v. *Singleton* (8 Scotch Law Times 369).

SWINFEN EADY, J., said: This is a motion to discharge an order

made by me in chambers whereby I refused to give to the applicants leave to commence an action in Scotland, and gave them liberty to commence an action in England, and to substitute therefor an order that the applicants, Mr. and Mrs. Cooper, be at liberty to commence an action of "furthcoming" in Scotland. Their legal right to commence such an action is indisputable, but the reason for the application is that the National Provincial Insurance Corporation (Limited) is in process of being wound up. On the 17th of July, 1911, there was a petition to wind up the said corporation, and this was followed on the 9th of August by a compulsory order for winding-up. This application is for leave to commence proceedings, notwithstanding the winding-up order, and is made in accordance with section 142 of the Companies (Consolidation) Act, 1908. The property of the corporation consisted, among other things, of 3,355 ordinary shares of a company which we will call the Key Co., which is registered in Scotland, but has its office in London. On the 2nd of February, 1911, there was a mortgage by the corporation in favour of the Manchester and Liverpool District Banking Co. (Limited), whereby the 3,355 shares in the Key Co. were mortgaged to the bank, and a blank transfer was executed, and also a declaration of trust in favour of the bank. The Key Co. shares stood in the name of the corporation, but the bank had a power of attorney to complete the transfers in the name of the assistant manager of the London branch. The title of the bank is by transfer and declaration of trust. On the 30th of May notice was given to the Key Co. of the interest of the bank, at all events so far as regards the transfer. I am not quite satisfied that they had notice of the declaration of trust. On the 1st of June Mr. and Mrs. Cooper brought an action in the Sheriff's Court to recover £2,000, and obtained an arrestment on the Key Co., and another similar arrestment on the 1st of July in respect of further property. On the 1st of July these arrestments were made and settled, and on the 26th of July judgment was obtained. Mr. and Mrs. Cooper have obtained final judgment, and made the arrestments, and they now wish to bring an action of "furthcoming" in order to obtain the fruits of those arrestments. They have arrested 3,100 of the shares comprised in the bank's security. They claim priority over the bank. The bank say Mr. and Mrs. Cooper could only take what the corporation gave them as trustees, which is only an equity. The amount due to the bank may exhaust the whole property. When the matter was before me in chambers, I thought proceedings ought to be brought in England, because of the position of the Official Receiver in the matter. Further evidence has now been filed, and we have the affidavit of a Scotch advocate, who deposes that an action of "furthcoming" is the last of the stages of the remedy which a creditor has to obtain in Scotland, and that it cannot be brought in England. Further, to enable the creditor to secure the fruits of his arrestment it is absolutely necessary to bring an action of "furthcoming" in Scotland. The affidavit, in answer, says that if the learned judge considers that the ownership of the shares is in Mr. and Mrs. Cooper, it is quite indisputable that the arrestment of the defendants is legal, otherwise the proper action is an action of "declarator" to determine the question of the property in the shares. I am of opinion that an action of "furthcoming" is the appropriate remedy in this case. It is open to the bank to come in in such proceedings. If the bank do intervene, their position as regards costs will be the same as if they had been added as parties by the pursuers. There is some question of set-off by the Key Co., and accordingly the Official Receiver may have to attend in Scotland, but on an undertaking being given by the applicants to pay any extra costs to which the Official Receiver may be put on this account, I discharge the order and allow the applicants to bring their proceedings in Scotland.—COUNSEL, *Gore-Browne*, K.C., and *Whinney; Hon. Frank Russell*, K.C., and *Howard*. SOLICITORS, *Crosley & Burn; Ballantyne, McNair, & Clifford*.

[Reported by L. M. MAY, Barrister-at-Law.]

***Re* THOMAS POULTER, Deceased; AND POULTER *v.* POULTER; EDWARDS *v.* POULTER AND OTHERS.** Neville, J. 24th and 25th Jan.

MORTGAGE—COVENANT TO ASSIGN "SPES SUCCESSIONIS" TO INDEMNITY—RIGHT OF SET OFF BY THE PERSON GIVING THE INDEMNITY AGAINST THE COVENANTOR AFTER REALIZATION OF THE "SPES SUCCESSIONIS"—RIGHT OF COVENANTEE.

*If C gives an indemnity to A, and B covenants to assign his* spes successionis *to the benefit of that indemnity to D, when the* spes successionis *is realized, B immediately becomes a trustee for D, and C cannot claim to set off a debt due to him from B before satisfying the demands of D.*

This case came before the court on summons to vary the master's certificate. There was also a summons for administration of the estate of Thomas Poulter, deceased, and an action brought by one Edwards against Arthur Poulter and Thomas Poulter & Sons (Limited) for a declaration that he (Edwards) was, in right of a charge given to him by Arthur Poulter in the lifetime of Thomas Poulter, entitled as against the defendant company, and the defendant, Arthur Poulter, to the benefit of a certain deed of indemnity given to Thomas Poulter by the company, dated the 1st of September, 1898, in consideration of his depositing certain title deeds with a bank to secure an overdraft of the company. The charge to Edwards given by Arthur in the lifetime of his father contained a covenant to assign his *spes successionis* to the indemnity given by the company to his father, Thomas, when he deposited the title deeds. Arthur Poulter was indebted to the company, and the company in this action by Edwards claimed to set off the debt of Arthur Poulter to them before satisfying the claims of Edwards as assignee of the deed of indemnity given by them. There were numerous other points raised. Counsel for Edwards contended that here there was no right of set off, because, whatever rights Arthur Poulter might have against the company in respect of the indemnity, he could only exercise as trustee for Edwards. He referred to Williams on Executors 10th Ed., at p. 1107; The Annual Practice, ord. 21, r. 21. He also referred to the definition of set off as given by Lord Selborne on p. 261 of in *Re Paraguassu Steam Tramroad Company, Black and Co.'s Case* (1872, 8 Ch. Ap. 254). In *Re Milan Tramway Company Ex parte Theys* (1883, 25 Ch. D. 587), also Vol. 2 of Seton on Decrees, at p. 1367. Counsel for the company referred to the Annual Practice, ord. 19, r. 3, as to set off, and *Collyer* v. *Isaacs* (1881, 19 Ch. D. 342), as to the value of a covenant to assign. He also referred to *Ferguson* v. *Gibson* (1872, 14 Eq. Cas. 379) and *Tailly* v. *The Official Receiver* (1888, 13 A. C. 523), and in *Re Clarke Coombe* v. *Carter* (36 Ch. D. 348).

NEVILLE, J., after stating the facts, said: I do not think all these points about set off need be determined. Thomas Poulter deposited deeds with the bank for the purpose of securing an overdraft of Thomas Poulter and Co., Ltd., and was given what has been called the deed of indemnity by the company, which was in reality a sort of declaration of suretyship, coupled with an undertaking to pay on notice. Prior to the death of Thomas Poulter, his son, Arthur Poulter, covenanted that he would assign the indemnity to Edwards for advances made by Edwards to him. Thomas Poulter died, leaving this particular property, of which the bank held the deeds to satisfy their equitable charge, to Arthur. In my opinion, in equity, at any rate, the rights under this indemnity or right of suretyship are by reason of the covenant to assign it now in Arthur Poulter, as trustee for Edwards. At no second of time during the whole transaction were they ever vested in Arthur for his own benefit. The property was sold by the bank, and to the extent of the amount of the bank's claim paid Arthur Poulter had a right to sue the company on behalf of Edwards, but the company cannot claim to set off Arthur's debt to them in the action by Edwards, as assignee of the deed of indemnity. Then the company say that they have the right to set off, because Edwards never gave notice of the covenant to assign to him the indemnity. If this had been a case of a mortgage by Arthur to Edwards, that point might have arisen, but here I hold that there was never in Arthur as from the date of the assignment any right or property in the indemnity except as trustee for Edwards.—COUNSEL, *Jenkins*, K.C., and *Lyttleton Chubb; Butcher*, K.C., and *Harman; Shebbeare*. SOLICITORS, *Donald McMillan & Mott;* and *W. W. Young, Son, & Ward*.

[Reported by L. M. MAY, Barrister-at-Law.]

***Re* A. SANDERSON, Deceased. SANDERSON *v.* SANDERSON.** Neville, J. 9th Feb.

WILL—CONSTRUCTION—SPECIAL POWER OF APPOINTMENT WHETHER EXERCISED OR NOT—USE OF THE WORD "APPOINT"—APPOINTMENT TO PERSONS NOT OBJECTS OF THE POWER—DIRECTION TO PAY DEBTS AND FUNERAL EXPENSES—INDICATIONS OF CONTRARY INTENTION—COMMON FORM WORDS IN WILL.

*A testatrix who "gave, devised, bequeathed and appointed all her real and personal estate not thereby otherwise disposed of (including all property over which she had a power of appointment) unto her trustees upon trust for sale," and to pay the income to her husband for life, and after his decease in trust for all her children in equal shares, was held not to have exercised a special power of appointment which she had under the will of an aunt.*

This was a summons to determine whether or not the will of the testator operated as an exercise of a special power of appointment given to her by two other wills over certain property at Ellel, in Lancashire, and for other relief. The testator "gave, devised, bequeathed and appointed all her real and personal estate not thereby otherwise disposed of (including all property over which she had a power of appointment) unto her trustees upon trust for sale," and to pay the income to her husband for life, and after his decease in trust for all her children in equal shares. Counsel for the first defendant contended that such words did properly exercise the special power, and submitted that the case was governed by *Re Swinburne, Swinburne* v. *Pitt* (1884, 27 Ch. D. 696). He also relied on *Re Boyd, Nield* v. *Boyd* (1890, 63 L. T. 92) and *Re Mayhew, Spencer* v. *Cutbush* (1901, 1 Ch. 677). He distinguished the case of *Re Cotton, Wood* v. *Cotton* (1888, 40 Ch. D. 41), there being in that case only one child. Counsel for other defendants contended that the power was not exercised. He said the words in this will are "common form" words, put in by most conveyancers, and could not possibly be interpreted as exercising a special power. Moreover, the testatrix had directed that her debts and funeral and testamentary expences should be paid, and had given a life interest to her husband, who was not an object of the power at all. In *Re Cotton, Wood* v. *Cotton* (*supra*) the words of the will were practically the same as the words in this will, and they had been held not to shew a sufficient intention to exercise the power. He relied on *Re Weston's Settlement, Neeves* v. *Weston* (1906, 2 Ch. 620, at p. 624). In that case Buckley, J., said: "For the exercise of a special power there must be either (1) a reference to the power; or (2) a reference to the property subject to the power; or (3) an intention otherwise expressed in the will to exercise the power." "The intention to exercise a special power," said Romer, L.J., in *Re Hayes* (1901, 2 Ch. 531), "must be

gathered from the whole will. The cases do not lay down any general principles and are not easily reconcilable."

NEVILLE, J., after stating the facts, said: The testator cannot be said to have exercised a special power unless an indication is found in the will of an intention to exercise it. But I should have thought that when you find the testator dealing with a property in the mass, and not mentioning the special power, he was not intending to exercise such power. I have been referred to cases where the use of the word "appoint" was deemed to be sufficient, but if I may respectfully say so, in this case I follow with approval the judgment of Buckley, J., in *Re Weston's Settlement, Ngeves* v. *Weston* (*supra*), and I accordingly hold that the special power has not been exercised.—COUNSEL, *Ward Coldridge; Topham; Bryan Farrer.* SOLICITORS, *Martineau & Reid; Kekewich, Smith, & Kaye.*

[Reported by L. M. MAY, Barrister-at-Law.]

# High Court—King's Bench Division.

**JAMES** *v.* **ROCKWOOD COLLIERY CO.** Div. Court. 31st Jan.

COMPANY LAW—ARTICLES OF ASSOCIATION—IPSO FACTO VACATION OF DIRECTORSHIP IN INSOLVENCY—MEANING OF "INSOLVENCY."

*By one of the articles of association of a limited liability company "The office of a director shall,* ipso facto, *be vacated if he become bankrupt, lunatic or insolvent, or if by notice in writing to the company he resigns his office, or if he ceases to hold the necessary qualification in shares or stock."*

*Held, that the word "insolvent" in this article was not limited in meaning to a status of insolvency known beyond the circle of the director's creditors, as, for example, by the director calling all his creditors together, or by executing a deed of assignment for their benefit. If a director was unable to pay his debts when they fell due, and that fact was known only in the circle of his creditors, he might be "insolvent" within the meaning of the article.*

Obiter dictum *on the meaning of the word "lunatic" in the article* per Hamilton, J.

Appeal from the Cardiff County Court. The plaintiff had been a director of the defendant company, and he brought this action for director's fees due to him since June, 1910. The defendants contended that the plaintiff's office of director had been *ipso facto* vacated in June, 1910, on the ground that he had then become insolvent within the meaning of article 15 of their articles of association, the terms of which are set out in the headnote (*ubi sup.*). The financial position of the plaintiff appears from the judgment of Hamilton, J. (*infra*). It was contended for the plaintiff that the word "insolvent" in article 15 meant public insolvency; that was to say, insolvency known outside the circle of the debtor's creditors. There must exist a *status* of insolvency known to the public. The county court judge refused to adopt this construction, and held that the plaintiff had become "insolvent" in June, 1910, and he gave judgment for the defendants. The plaintiff appealed.

HAMILTON, J.—The plaintiff had been a director of the defendant company, and he brought this action for fees, which he said he was entitled to as due to him after June, 1910. The defendant company relied on article 15 of their articles of association, and contended that the plaintiff had become insolvent in June, 1910, within the meaning of the words there used. [The learned judge read the article, and referred to the evidence as to the communications made by the plaintiff to his creditors as to his financial position, and continued:] On this evidence the county court judge found that the plaintiff was insolvent in fact, and also had become "insolvent" in June, 1910, within the meaning of article 15. From that decision the plaintiff now appeals upon the ground that whatever he might have been in fact the learned judge was wrong in law in holding that he was disqualified from acting as a director on the ground that he had become insolvent within the meaning of article 15. We must look at the context of this article—first the context of these words, and then that of this with the other articles. It has been contended that the word here "insolvent" alludes to some *status*, and that the object of the article is to protect the company against conflicting claimants, because the fees due to a director might be claimed by that director and by some other persons in whom his personal property might have become vested. If that is so, the object of this article is limited and unpractical. Let us test the matter by considering the question of the meaning of the word "lunatic" which occurs in the same article. If one person out of the minimum of three or maximum of five directors provided for became so imbecile that he was incapable of a voluntary act of resignation on the construction of the article contended for, he must either remain on the board, probably with disastrous results, until under the operation of the article his office became vacant, or else the company must proceed probably in his last days to have him publicly declared as lunatic by inquisition in order that his *status* may be affected. It seems to me impossible that this can be the meaning of the article. Why was the word "insolvent" used if all it was to mean was the *status* of bankruptcy? The case of bankruptcy was already provided for in the article. Why, then, should the word "insolvent" have been added if it was merely understood to mean that the director must have done something analogous to an adjudication as, for example, by publicly calling all his creditors together, or by executing a deed of assignment for the benefit of creditors, or by representing himself, not only to creditors, but to others, that he is unable to pay his debts as they fall due? The cases which have been cited to us are of small, if of any, assistance. In the case of *Reg.* v. *The Saddlers' Company* (*ubi sup*) the context in which the word insolvent is used is different in two respects from that in which it is used in article 15. The question in that case turned upon the construction of a bye-law passed in 1799, and it was there held that it must be construed with reference to the state of the law as it then existed. Further, the bye-law spoke of a period of time to be measured from the insolvency, and weight was attached to that because, as was pointed out, it appeared that the bye-law was dealing with some such insolvency as was capable of having a definite fixed date as the commencement of the term. But in this case there is nothing to suggest that the word "insolvent" must be treated as being *ejusdem generis* with lunatic and bankrupt, and we are not troubled with words relating to insolvency which would denote the commencement of a term. The difficulty that the article, upon the defendant's construction of it, does not provide any means of fixing the date of the commencement of the insolvency is one which applies to a very large number of the methods by which the office of a director can be vacated. It appears to me, therefore, that the county court judge was right in saying that in June, 1910, the plaintiff was insolvent, not merely in fact, but also within the meaning of article 15. The appeal, therefore, must be dismissed.

LUSH, J., delivered judgment to the same effect.—COUNSEL, *J. Sankey*, K.C., and *Ivor Bowen; Gore-Browne*, K.C., and *Lincoln Reed.* SOLICITORS, *J. T. Richards & Morris*, Cardiff; *F. J. Lean*, Cardiff.

[Reported by C. G. MORAN, Barrister-at-Law.]

# Solicitors' Cases.

**HARRISON** *v.* **BULL & BULL.** C.A. No. 1. 3rd Feb.

PRACTICE—COUNTY COURT ACTION—CERTIORARI—REMOVAL FOR TRIAL TO HIGH COURT—SUMMONS FOR DIRECTION ON DEFENDANTS' APPLICATION—RULES OF THE SUPREME COURT, XXX., 1, 8.

*A new trial was ordered in an action disposed of in the county court on the ground that the verdict was against the weight of evidence. Upon the action, which had previously been tried before a common jury, and conducted by junior Counsel on both sides, the plaintiff applied for an adjournment on the ground that a common jury was not suitable to decide the case, and also in order to enable him to brief a leader, the defendants having instructed a King's Counsel to appear for them.*

*The judge offered to adjourn the case only if the plaintiff would give an undertaking to consent to the case being removed into the High Court by writ of* certiorari. *To this the plaintiff agreed. The defendants thereupon applied* ex parte *for, and obtained, a writ, to which they appeared. The plaintiff, however, declined to take any step in the High Court proceedings, and the defendants took out a summons for directions under Order* 30, *and* inter alia *asked either that the plaintiff should be required to proceed with the action to trial or that it should be struck out for want of prosecution.*

Master Chitty, *following* Garton *v.* Great Western Railway Co. (1858, 1 *E. & E.*, 258, 28 *L. J., Q. B.* 103), *held that there was no obligation upon the plaintiff to proceed with the action in the King's Bench Division, and refused to make an order on the defendants' summons.*

Bucknill, J., *affirmed the Master.*

*Held, that the decision of the Master and of the Judge was right.*

Appeal by the defendants, a firm of solicitors, against an order of Bucknill, J., dismissing the defendants' appeal from an order of Master Chitty refusing to make an order for directions. The leading facts are stated in the above head-note. Without calling on Counsel for the plaintiff,

FARWELL, L. J., in delivering judgment, said that in his opinion they should not interfere with the learned judge's order affirming the master's order refusing to make an order for directions. Under the County Courts Act, 1888, it was open to either party to change the place of trial, under section 85, or to the judge by a writ of *certiorari* to remove the action into the High Court, under section 126. The defendants elected to adopt the latter course with all the necessary consequences; they applied for a writ and obtained it. With regard to the writ of *certiorari* in these circumstances, the effect of it was thus stated in Chitty's Archbold at p. 1,561: "After the cause has been removed into the court above by *certiorari* or *habeas* the plaintiff may proceed in the action or not, as he thinks fit." He took it that that was known to both parties when they elected to adopt the procedure by *certiorari*. The passage which he had just read from Chitty's Archbold depended on some very old authorities. It would, however, only be necessary for him to refer to the case of *Garton* v. *Great Western Railway Co.* (1 E. & E. 258, 28 L. J., Q. B. 103). It had been argued that that case was decided on the fact that no consent had been given, but what the defendants wanted here was the removal of the action into the High Court in such a way that it should go on. The answer was that the defendants here were parties to the agreement to the removal of the action by *certiorari*, and it was settled law that in such proceedings an unwilling plaintiff could not be compelled to go on with the action. In short, he could hang up the whole matter. The court could not rectify the agreement; it could

only deal with the agreement as it found it. In *Garton's case*, Lord Campbell said :—"The established practice on the removal of a cause from an inferior court by *certiorari* is that the plaintiff cannot be compelled to declare; whatever may have been the reason for establishing the practice, whether because there is no *dies datus* or otherwise, it is established that the plaintiff is not bound to follow the cause into the superior court." As to the practice, it was provided by section 23 of the Judicature Act, 1873 : "Where no special provision is contained in this Act or in any such rules or orders of court with reference thereto, it shall be exercised as nearly as may be in the same manner as the same might have been exercised by the respective courts from which such jurisdiction shall have been transferred, or by any of such courts," and it had been held in several cases to which he need not refer that, where there was no express provision in the rules altering or varying the old practice, that practice remained. The result was that although, as counsel had said, it might be possible that the defendants had never intended what had happened, they had nevertheless agreed in such a form as not to be able to compel the plaintiff to go on against his will. No one could suppose that the defendants had not done their best to get the action tried. In his judgment, therefore, the appeal failed and must be dismissed.

KENNEDY, L.J., gave judgment to the same effect. He only desired to make it quite clear that there was not the slightest ground for anybody imputing or suggesting that the defendants were not anxious to have the matter tried before the proper tribunal and a jury. The position the plaintiff had taken up left the question untried; the defendants had shewn every anxiety to have it tried. It was the plaintiff who would not go on. It would be against the practice, and against the decision referred to, for this court to hold that they had jurisdiction to compel a plaintiff to go to trial after there had been *certiorari* proceedings. Here the plaintiff said he would only go to trial in a county court, and they had no power to say he must go to trial in the High Court. The appeal was accordingly dismissed.—COUNSEL, *E. F. Spence*, for the defendants; *Lort-Williams* and *Morice Barnett*, for the plaintiff. SOLICITORS, *Bull & Bull; Harnett & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

# Probate, Divorce, and Admiralty Division.

***Re Estate of* CECILIA LONG-SUTTON, presumed Deceased.**
Evans, P. 12th Feb.

PROBATE—MOTION TO PRESUME DEATH—PRACTICE.

*On an application to presume the death of a person, who was last seen alive on the 23rd of December, 1909, and whose body was found six days later, the court intimated that no order was necessary if the applicant could swear that the deceased died on the 23rd of December or the 29th of December, 1909, or on some date between the two.*

Motion to swear the death of Cecilia Long-Sutton as having occurred on or since the 23rd of December, 1909. It appeared that the presumed deceased was a lady of independent means, and was living in rooms at Llandrindod Wells in December, 1909. On the 23rd day of that month she expressed her intention to the landlady of leaving. She paid her account, and stated that her luggage would be sent for. She departed from the house about 11 a.m., wearing a brown skirt and a light blouse. She was last seen going along a road leading to Bucknell. Nothing had been heard of her since, neither had her luggage been claimed. On the 29th of December, 1909, the body of an unknown woman was taken from the River Teame, at Leintwardine, near Bucknell. It was dressed in a brown skirt and light blouse, and a bunch of keys was found upon it. A verdict of "Found drowned" was returned at the inquest. Before burial a piece of cloth was cut off the skirt, and this matched exactly a bodice found in Miss Long-Sutton's portmanteau. Two of the keys unlocked the two locks of another portmanteau belonging to the lady. Counsel submitted that the inference was that the body was that of the lady who had disappeared. A sister, and one of her next-of-kin, was the applicant on the motion. [EVANS, P.—Why do you want an order if the applicant is able to swear the death as having occurred between the 23rd and the 29th of December?] Counsel intimated that the usual course of asking leave to swear the death on or since the last date on which the presumed deceased was heard of had been followed. The practice suggested was new. The practice had always been to move for leave to swear the death if the exact date was unknown.

EVANS, P.—No order is necessary. On the applicant swearing that the deceased died on the 23rd or the 29th of December, 1909, or on some date between the two, the proper grant will go.—COUNSEL, *W. O. Willis*. SOLICITORS, *Richard Preston*, for *Preston & Son*, Norwich

[Reported by DIGBY COTES-PREEDY, Barrister-at-Law.]

A lawyer's favourite reply to an undesirable question from the Bench is, says the *Central Law Journal*, "I am coming to that in a moment, if your honour pleases." Often that reply riles the blood of the justices. A Mr. Wilby was addressing the court when Justice Jackson asked a question, which led to the reply from the counsel before the bar, "I am coming to that in a moment." "You are right there now, Mr. Will-be," declared the justice, with an emphasis that left no doubt about the pun.



# Societies.

## The General Council of the Bar.

The following candidates have been duly elected members of the General Council of the Bar :—Mr. P. O. Lawrence, K.C., Mr. W. English Harrison, K.C., Mr. J. Scott Fox, K.C., Mr. N. Micklem, K.C., Mr. Montague Shearman, K.C., Mr. George Cave, K.C., M.P., Mr. R. B. D. Acland, K.C., Mr. A. M Langdon, K.C., Mr. A. F. Peterson, K.C., Mr. George Elliott, K.C, Mr. F. A. Greer, K.C., Mr. George Borthwick, Mr. A. H. Poyser, Mr. Ashworth James, Mr. C. F. Lowenthal, Mr. F. Newbolt, Mr. J. A. Hawke, Mr. Owen Thompson, Mr. E. Percival Clarke, Mr. J. B. Matthews, Mr. W. D. Mathias, Mr. Gilbert Hurst, Mr. T. Cuthbertson, and Mr. L. H. Barnes.

## Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of this association was held at the Law Society's Hall, Chancery-lane, on the 14th inst., Mr. R. Ellett (Cirencester) in the chair, the other directors present being Messrs. W. Cheesman (Hastings), T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), W. Dowson, Hamilton Fulton (Salisbury), W. E. Gillett, C. Goddard, W. H. Gray, J. R. B. Gregory, C. G. May, R. S. Taylor, Maurice A. Tweedie, R. W. Tweedie and W. M. Walters. A sum of £325 was distributed in grants of relief; nine new members were admitted, and other general business was transacted.

# Law Students' Journal.

## Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—At a meeting of the above society, held at the Law Library, Bennett's-hill, Mr. R. A. Willes in the chair, the following moot point was debated :—"A loses a valuable book of stamps. Two school children find the book in a rubbish heap, and, in accordance with the school custom, take it to their master B. B does not minutely examine the book, but if he had done so he would have found A's name and address on the fly-leaf. He keeps the book on his desk for several days, and then gives it back to the children, telling them to divide the stamps. A subsequently discovers his book, and recovers a portion of the stamps from the children, but part are lost. Is B liable to A for the loss of the stamps, and will A succeed in an action for damages against B?" Mr. A. J. Hatwell opened in the affirmative, and was supported by Messrs. D. A. Parry, H. S. Brookes, A. Wilson, J. D. Evans, and T. H. Ekins. Mr. T. H. Knight opened in the negative, and was supported by Messrs. S. H. Robinson, C. E. Shelley, T. G. Mander, A. E. J. Rolander, E. C. G. Clarke, and W. J. Blackham. After the openers had replied the chairman summed up, and on the question being put to the meeting the voting resulted : for the affirmative, 9; for the negative, 6. A hearty vote of thanks to the chairman concluded the proceedings.

# Obituary.

## Judge C. H. W. Beresford.

His Honour Judge Cecil Hugh Wriothesley Beresford died on Tuesday last. He was the son of Judge William Beresford, the County Court Judge of the South Wales Circuit. He was educated at Eton and Trinity College, Cambridge, and was called to the bar in 1875. He joined the South-eastern Circuit, and practised for several years. In 1891 he was appointed County Court Judge of the Mid Wales Circuit, and in 1893 was transferred to the Devon and Somerset Circuit.

# Legal News.

## Changes in Partnerships, &c.

### Dissolution.

HENRY WILLIAM GREEN and RICHARD BENNETT WILLIAMS, solicitors (Clark & Co.), Ludlow and Craven Arms. Nov. 6.

[*Gazette*, Feb. 13.

## General.

The death is announced of Lady Lindley, the wife of Lord Lindley, on the 8th inst., at the age of eighty-one years.

Mr. Justice Scrutton, in the King's Bench Division, on Wednesday, says the *Evening Standard*, in giving judgment in an action, remarked: "The writ in this action was issued less than a month ago, and the case has now been heard. This shows the speed at which cases can be tried when the parties understand what they are fighting about."

The Attorney-General, Sir Rufus Isaacs, speaking at the Savoy Hotel on Saturday at a dinner in aid of the funds of the Education Aid Society, a Jewish institution for helping talented but poor members of the race, mentioned, says the *Evening Standard*, that in his early days he held the office of Attorney-General in the Hampstead Parliament.

In the Union House of Assembly at Cape Town, on the 13th inst., says the *Times* correspondent, General Smuts, Minister of the Interior, stated that the Imperial Government had submitted a Bill for Imperial Naturalization to the Union Government for its consideration. The latter, the Minister added, had concurred in the provisions of the measure, which General Smuts believed would be introduced in the House of Commons.

At the Lincolnshire Assizes, says the *Times*, a Skegness right of way case has already occupied the court four days, and will last at least two more—that is, six full working days. Between sixty and seventy witnesses have been called, and it is expected that before the case is finished this number will be increased to eighty or more. Such a long case at these assizes is almost unprecedented, and an announcement was made by the Commissioner of Assize, Mr. H. F. Dickens, K.C., that he was obliged to postpone the civil work until after the Nottingham Assizes.

The town clerk of Guildford has, says the *Times*, been instructed to write to the Standing Joint Committee of Surrey stating that the Town Council were strongly in favour of the retention of the Assizes at Guildford, and that they were prepared to take all reasonable steps to see that proper provision was made. In the meantime, the council would be glad to know whether the county, in the event of provision being made to their satisfaction, would give the corporation some assurance that, so far as they were concerned, no action would be taken to remove the Assizes from Guildford for a reasonable number of years.

In an interesting article in the current issue of the *Law Magazine* on the Inns of Chancery, Mr. H. H. L. Bellot says that from the evidence afforded by his survey of the chief characteristics of the Inns of Chancery it seems impossible to resist the conclusion that originally such of them as existed in the fourteenth century were indistinguishable from the Inns of Court. Any apparent difference is due to the fact that they retained to a later date the more primitive and democratic constitution and customs which the greater houses once enjoyed and lost in their larger growth. They remained up to the end of the sixteenth century essentially educational institutions. They constituted preparatory schools of law to the Inns of Court. Throughout the Tudor period the old custom of a bar student entering an Inn of Chancery and passing through its legal curriculum was generally observed. Even up to the first half of the seventeenth century we find the governing bodies endeavouring to retain the Inns for students and to exclude the practising attorneys, who eventually, as the educational system broke down, invaded these societies and obtained the control.

In the Admiralty Division, on the 9th inst., says the *Times*, Mr. Justice Bargrave Deane, in trying a salvage suit, adopted the course of making his award before being informed of the amount which had been tendered by the owners of the salved ship. The claim—the third of its kind heard recently arising out of the great storms early in November—was brought in respect of services rendered by three Humber trawlers—the *Ipswich*, the *Petrel*, and the *Rodney*—to the Cardiff steamer *Empress*, which at the time in question ran short of fuel in the North Sea, and, having lost both her anchors, was left at the mercy of the sea. The trawlers successfully towed her into Grimsby Roads. She was in ballast at the time, and her value was estimated at £10,000. His lordship, referring to the new departure as regards the tender, remarked that he thought it far more satisfactory that the court should not know the sum tendered till after making its award, thus obviating all possibility of bias one way or the other. Holding that the services in this case were well rendered, he awarded the total sum of £1,400, of which he gave the *Ipswich* £600 and £400 each to the *Petrel* and the *Rodney*. It subsequently transpired that the amount tendered was £600.

In the case of *In the Estate of Frederick Holden Turner, deceased, Battye* v. *Reade* (reported in the *Times* of the 9th inst.), in which a question was raised as to a lost will, Evans, P., in summing up, said that the question as to whether declarations of a testator, after the execution of his will, were receivable as evidence of its contents, had not yet been finally decided. After referring to the case of *Sugden* v. *Lord St. Leonards* (1 P. D. 154), his lordship said it might be that when the present case landed itself in the House of Lords they would have some final decision on the matter. Meanwhile, he had admitted in evidence an entry in the diary of the deceased and declarations by him. It was open to them to say that they were not satisfied that a will was executed on the 18th of January, 1905. If it was, what were substantially the contents of the document? Was it possible to arrive even at what were substantially its contents when they were told that it had consisted of no less than five pages of closely-written matter? The jury found that a will had been executed by the deceased on the 18th of January, 1905, but returned a verdict of "insufficient evidence" in answer to the other questions put to them. Thereupon the learned President pronounced against the will, with costs.

A few months ago, says the *Times*, representatives of the Gray's-inn Debating Society visited Dublin, and took part in a joint debate with the Law Students' Debating Society of Ireland, which is composed of members of the King's Inns. Next week five representatives of the Irish Society will come to London as the guests of the Gray's-inn Debating Society. They will attend a debate in Gray's-inn Hall on Thursday evening, and will oppose the motion "That democratic government has been an absolute failure," which will be supported by five members of the Gray's-inn Society. The opportunity afforded by this visit will be taken to shew the Irish representatives something of the sights of London. On Wednesday, the day following their arrival, they will be received at the Guildhall by members of the City Corporation, some of whom will return with them to luncheon at Gray's-inn as the guests of the Benchers. On Thursday morning the visitors will go to the Royal Courts of Justice and the Old Bailey. In the afternoon they will be received at the House of Commons by Mr. T. Scanlan, M.P., and other Irish members. They will be entertained at dinner on Friday by Mr. J. H. M. Campbell, M.P., ex-Solicitor-General for Ireland, who is a member of Gray's-inn, and among their other social engagements will be a smoking concert at the Connaught Rooms.

An important test case came before the Holborn Licensing Sessions on Tuesday, says the *Times*, in which Mr. J. MacConnell objected to the renewal of the licence of the "Jack Straw's Castle" Hotel, Hampstead, on the ground that he had been refused tea and similar refreshments during prohibited hours. Mr. MacConnell contended that the public had the right to be supplied with commodities other than intoxicating liquors at licensed hotels or public-houses during prohibited hours, irrespective of the distance that might have been travelled. Mr. MacConnell, in stating his case, said he opposed the renewal of the licence on two grounds—first of all, under the duty of an innkeeper; and, secondly, under the ordinary duty to supply food and non-intoxicating liquors, whereby the licensee in refusing unreasonably to do so necessarily jeopardized his licence. In this case, he said, the licensee failed to fulfil his duty on Sunday, the 1st of October, at 5.30 in the afternoon. In answer to the chairman, Mr. MacConnell said that when he tried to obtain the refreshment he was not a traveller. The chairman said that the result of a man not a traveller being found on the premises during prohibited hours would be that he would be liable to a fine of £2. Mr. MacConnell said that was the point he wished to contest. The licence-holder was not present in court, and as notice of opposition had been lodged, the case was adjourned until the licensing sessions of the 1st of March.

In the course of an address by Dr. F. J. Waldo, M.A., M.D., Coroner for the City of London, to the members of the Farringdon Ward Club, on Wednesday last, on the "History, Working and Results of the City of London Fire Inquests," he said that among the earlier multifarious duties of the coroner was that of inquiry into non-fatal fires, and this fell into abeyance from the fifty-second year of the reign of King Henry the Third, or even, according to some authorities, so late as Edward I., to the year 1845, when it was revived by the then city coroner, Mr. Serjeant Payne. During the next six years, without receiving any fees, he held seventy-one fire inquests, of which nine were found to be wilful, thirty-four accidental, and twenty-eight cause unknown. In one case of arson in Southwark conviction was followed by transportation for life. The last of his inquests was held in 1853. Prior to 1860, Sir John Humphreys, coroner for Middlesex, held a number of inquiries into non-fatal fires. In 1851 the Coroners' Society circularised the Kingdom, and similar inquiries were held in various parts of the country. Amongst them, one conducted by Mr. Coroner Herford, at Manchester, in 1860, was successfully resisted on the score of legality. After the Herford judgment no more fire inquests were held until the City of London Fire Inquests Act was passed in 1888. Under that Act wide powers were conferred on the coroner to make

private and preliminary investigations on his own initiative into any case of fire reported to him by the police or the fire brigade service. The method now in force is for the coroner and his jury to inspect the burnt premises, together with any officials the jury may wish to consult. The result of the investigations is laid before the Court of Common Council by the Lord Mayor. Dr. Waldo stated that his predecessor, the late Mr. Langham, held eighty-five fire inquests, while he himself has held forty-eight between 1901 and 1911. The result of these fire inquests might be fairly inferred from the steady decrease of fires. During the past five years there had been an average annual decrease of thirty-eight fires, as against that of the five years immediately preceding the passing of the Act in 1888. Again, in the year 1902, 47 per cent. of fires were reported as of unknown origin, as against 25 per cent. in 1905. The proportion of serious fires has also considerably decreased; whereas the figures for the rest of London shew a steady increase, both in frequency and in seriousness. On the whole, the balance of testimony was strongly in favour of the extension of the principle of fire inquests to the whole of the United Kingdom, and thereby of restoring to the office of coroner one of his most valuable and practical public functions.



# Court Papers.

## Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

| Date. | Emergency Rota. | Appeal Court No. 2. | Mr. Justice Joyce. | Mr. Justice Swinfen Eady. |
|---|---|---|---|---|
| Monday Feb. 19 | Mr Leach | Mr Farmer | Mr Beal | Mr Bloxam |
| Tuesday ..... 20 | Borrer | Leach | Greswell | Farmer |
| Wednesday..... 21 | Beal | Borrer | Goldschmidt | Leach |
| Thursday..... 22 | Greswell | Beal | Synge | Borrer |
| Friday ..... 23 | Goldschmidt | Greswell | Church | Beal |
| Saturday ..... 24 | Synge | Goldschmidt | Theed | Greswell |

| Date. | Mr. Justice Warrington. | Mr. Justice Neville. | Mr. Justice Parker. | Mr. Justice Eve. |
|---|---|---|---|---|
| Monday Feb. 19 | Mr Synge | Mr Borrer | Mr Goldschmidt | Mr Theed |
| Tuesday ..... 20 | Church | Beal | Synge | Bloxam |
| Wednesday..... 21 | Theed | Greswell | Church | Farmer |
| Thursday..... 22 | Bloxam | Goldschmidt | Theed | Leach |
| Friday ..... 23 | Farmer | Synge | Bloxam | Borrer |
| Saturday ..... 24 | Leach | Church | Farmer | Beal |

# The Property Mart.

## Forthcoming Auction Sales.

Feb. 20.—Messrs. GEO. GOULDSMITH, SON, & Co., at the Mart, at 2: Leasehold Residence (see advertisement, back page, Feb. 10).

Feb. 27.—Messrs. DRIVER, JONAS, & Co., at the Mart, at 2: Freeholds and Leasehold (see advertisement, back page, this week).

Feb. 28.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart: Ground Rents (see advertisement, back page, Jan. 27).

Feb. 29.—Messrs. VENTON, BULL, & COOPER, at the Mart, at 2: Freehold Ground-Rents and Building Land (see advertisement, back page, Feb. 3).

## Result of Sale.

REVERSIONS, LIFE INTERESTS, POLICIES, &c.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Sale of these interests, at the Mart, on Thursday last, when the following Lots were sold at the prices mentioned, making a total of £14,377:—

| | | |
|---|---|---|
| The ABSOLUTE REVERSION to | £1,368 ... ... ... ... ... | Sold £725 |
| " " | £1,368 ... ... ... ... ... " | £725 |
| " " | £350 ... ... ... ... ... " | £165 |
| The REVERSIONS to | £2,735 ... ... ... ... ... " | £850 |
| The REVERSION to LEASEHOLD PROPERTY | ... ... ... ... " | £37 |
| A POLICY of ASSURANCE for | £1,000 ... ... ... ... ... " | £450 |
| " " | £1,000 ... ... ... ... ... " | £725 |
| EQUITY in LIFE INTEREST and REVERSION | ... ... ... ... " | £1,000 |

# Winding-up Notices.

*London Gazette.*—FRIDAY, Feb. 9.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BIOPTICS LTD—Petn for winding-up, presented Jan 23, directed to be heard Feb 20 Vernon Haigh Henderson, 119, Finsbury pvmt, solor for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 19.

BRITISH GENERAL INVESTMENT CORPORATION LTD—Petn for winding up, presented Feb 3, directed to be heard Feb 20. Simpson, Thomas & Clark, 49, Queen Victoria st, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 19.

BRITISH TOBACCO CO (INDIA) LTD—Creditors are required, on or before Mar 13, to send their names and addresses, and particulars of their debts or claims, to Joseph Hood, Cecil chmbrs, 86, Strand, liquidator.

CINEMATOGRAPH DEFENCE LEAGUE LTD—Petn for winding-up, presented Feb 7, directed to be heard Feb 20. Hatchet, Jones, Blagood & Marshall, 48, Mark la, solors for the judmt crdtr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 19.

CITY OF LONDON SECURITIES AND INVESTMENT CORPORATION, LTD—Creditors are required, on or before Mar 12, to send their names and addresses, and particulars of their debts or claims, to Arthur Edward Davis, 1, St Swithin's la, liquidator.

CREED AND BRETON, LTD—Creditors are required, on or before Mar 7, to send their names and addresses, and the particulars of their debts or claims, to Alfred Page, 22, King st, Cheapside Boyce & Evans, George st, Hanover sq, solors to the liquidator.

DUNLOP GARAGE AND MAINTENANCE CO, LTD—Creditors are required, on or before Mar 6, to send their names and addresses and the particulars of their debts or claims, to Arthur Cunningham, 14, Regent st, liquidator.

GILBERT LITTLE CO, LTD—Petn for winding up, presented Jan 25, directed to be heard at the County Court, Manor row, Bradford, Feb 20 at 10.30. Hammond, 35, Hustlergate, Bradford, solor for the liquidator; London agents, Wynne-Baxter & Keeble, 9, Laurence Pountney hill, Cannon st. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 19.

GREAT WESTERN LAND CO, LTD—Petition for winding up, presented Feb 7, directed to be heard Feb 20. Nunn & Co, 140, Leadenhall st, solors for the petnrs. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19.

HARE SPINNING CO, LTD—Petn for winding up, presented Feb 7, directed to be heard Feb 20 Jaques & Co, 8, Ely pl, Holborn circus, agents for Moore & Shepherd, Halifax, solors for the petnr. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 19.

IVY PROPERTY CO, LTD—Creditors are required, on or before Mar 1, to send their names and addresses, and the particulars of their debts or claims, to Thos. A. Stewart, 422, Mansion House chmbrs, liquidator.

JOHN HALPIN, LTD—Petn for winding up, presented Feb 7, directed to be heard Feb 20. Carter & Bell, 10A, Idol la, solors for the ptnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 17.

MAIDA VALE ROLLER SKATING PALACE AND CLUB, LTD—Petn for winding up, presented Feb 2, directed to be heard Feb 20. Hicks & Co, 35, King st, Covent Garden, solors for petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 19.

NEWTON AND BRAMLEY, LTD—Creditors are required, on or before Mar 6, to send their names and addresses, and the particulars of their debts or claims, to Edgar Oates, 20, Cross st, Manchester. Roberts & Dootson, solors for the liquidator.

STAR BLEACHING CO, LTD—Creditors are required, on or before Feb 21, to send their names and addresses, and the particulars of their debts and claims, to E. Ambery Smith, 30, Brazennose st, Manchester, liquidator.

WILLIAM CONWAY AND SONS, LTD—Creditors are required, on or before Mar 2, to send their names and addresses, and the particulars of their debts or claims, to Edgar Bairstow, Arcade chmbrs, Cheapside, Halifax, liquidator.

WYVERN KID CO, LTD.—Petn for winding up, presented Feb 5, directed to be heard Feb 20. Benjamin & Cohen, College hill chmbrs, College hill, Cannon st, solors for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of Feb 19.

*London Gazette.*—TUESDAY, Feb. 13.

## JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

COLLINGWOOD STEAM FISHING CO, LTD.—Creditors are required, on or before Feb 19, to send in their names and addresses, with particulars of their debts or claims, to N. F. Arveschoug, 26, Bridge st, Blyth, Northumberland, liquidator.

ECLIPSE FIREWORKS CO, LTD.—Petn for winding up, presented Feb 9, directed to be heard at the Court House, Government Buildings, Victoria st, Liverpool, Mar 1 at 10. A. J. Mawdsley, 11, Hoghton st, Southport, solor for the petnrs. Notice of appearing must reach the above named not later than 6 o'clock on the afternoon of Feb 29.

SHIPPING SECURITIES, LTD.—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to Anthony Robert Marshall and Patrick Hugh Marshall, 13, Castle st, Liverpool, liquidators.

# Resolutions for Winding-up Voluntarily.

*London Gazette.*—FRIDAY, Feb. 2.

FRANKLAND AND SHAW, LTD.
MINCING-LANE TEA AND RUBBER SHARE BROKERS' ASSOCIATION, LTD.
KLUCHI GOLD MINES, LTD.
BRITISH BURMA RUBBER PLANTATIONS, LTD.
HARVEY (BRENTFORD) LTD.
H. L. LILLEY & CO, LTD.
NATIONAL TELEPHONE CO, LTD.
COOPER'S STORES, LTD.
W T TOWLER & SON, LTD.
STEWART (PIONEER) SYNDICATE, LTD.
SAILING SHIP "LORD SHAFTESBURY" CO, LTD.
ROM TYRE AND RUBBER CO, LTD.
RHODESIA EXPLORATION AND DEVELOPMENT CO, LTD (Amalgamation).
A E KITSELL & CO, LTD.
RIO CLARO SAO PAULO RAILWAY CO, LTD.
GOLD FIELDS RHODESIAN DEVELOPMENT CO, LTD. (Amalgamation).
HOME PROPERTIES, LTD.
NEWDIGATE COLLIERY, LTD.
DUDLEY TOOL AND IRONWORKS CO, LTD.
D. G. ALLEN & CO. LTD.
ARCHANGEL PETROLEUM CO, LTD.

*London Gazette.*—TUESDAY, Feb. 6.

S. AND O. SYNDICATE, LTD.
ALLAN & SHAW, LTD.
LONDON'S LEADING HOSIERS, LTD
MUTUAL STEAMSHIP INSURANCE ASSOCIATION, LTD.
DE CADIGNAN RESILIENT WHEEL CO, LTD.
OIL ROYALTIES TRUST, LTD.
RUBBER ISSUES, LTD.
RHODESIAN CORPORATION LTD.
ANIMAL VACCINATION CO, LTD.
MEXICAN AND GENERAL SYNDICATE LTD.
ALL BRITISH PRODUCE LTD.
COLLINGWOOD & CO, LTD.
WEST KENT PORTLAND CEMENT CO, LTD.
JOHN BENTLEY AND SON (HORSFORTH) LTD.
THOMAS SMITH (1908) LTD.
NORTON, ROSE & BENSON LTD.

*London Gazette.*—FRIDAY, Feb. 9.

STAR BLEACHING CO, LTD.
PALATINE AUTOMATIC LOOM CO, LTD.
DUNLOP GARAGE AND MAINTENANCE CO, LTD.
SMALL HOLDINGS ASSOCIATION, LTD.
DELMAR, LTD.
HACKNEY PAVILION, LTD
S. P. AND G. BARRACLOUGH & CO, LTD.
BRITISH TOBACCO CO (INDIA), LTD.
E AND A. WILSON, LTD
PRINCES HOTEL, BRIGHTON, LTD.
FRANK C. BOSTOCK MOUNTAIN SCENIC RAILWAY AND MYSTERIOUS RIVER RIDES, LTD
ANDREW KING & CO, LTD.
WULFRUNA PERMANENT MONEY SOCIETY.
SEVERN PORTLAND CEMENT WORKS, LTD.
ENFIELD TOWN LAND AND PROPERTY CO, LTD.
CITY OF LONDON SECURITIES AND INVESTMENT CORPORATION, LTD.
NORTH DOWNS GOLF AND LAND CO, LTD.
TRUST SECURITIES, LTD.
GILBERT LITTLE CO, LTD.

STEVENSON'S APPLIANCES, LTD.
COTTON CLEANERS, LTD.
LIVERPOOL STABLES, LTD.

*London Gazette.*—TUESDAY, Feb 13.

HAMPSHIRE PUBLIC HOUSE TRUST CO, LTD.
ROSE'S RECORDING TARGET CO, LTD.
BRIDGWATER PORTLAND CEMENT CO, LTD.
COLLINGWOOD STEAM FISHING CO, LTD.
'HUGHENDEN" STEAMSHIP CO, LTD.
EASTERN COUNTIES MARGARINE CO, LTD.
GAWERI SYNDICATE, LTD.
R. N. Z. SYNDICATE, LTD.
E. IZOD & SON, LTD.
LIONEL STREET CO, LTD.
WILLIAM KNOWLES & SONS, LTD.
CARIBBEAN MINES, LTD.
WEST INDIAN MINES, LTD.
ANTILLES MINES, LTD.
MALAY PRODUCE SYNDICATE, LTD.
CALSTOCK CO-OPERATIVE SOCIETY, LTD.
A. P. HIRST & CO, LTD.
MAIKOP ZYAVKA, LTD.
HOTEL CAMERON, LTD.
WAKLEY & SON, LTD.
F. E. COX INTERNATIONAL ADVERTISING, LTD.
JOHN T. HODGKINSON & SONS, LTD.

# Creditors' Notices.

## Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

*London Gazette.*—TUESDAY, Feb. 6.

ASPINALL, THOMAS, Waterloo, nr Liverpool, Master Mariner Mar 8 Luya, Liverpool
BAILYE, THOMAS HUGH, Ashmore Brook Farm, nr Lichfield, Farmer Mar 25 Russell & Son, Lichfield
BANKS, JEMIMA, Newick, Sussex Feb 29 Hillman, Lewes
BARDSLEY, ELIZABETH JANE, Oldham Mar 12 Clegg & Co, Oldham
BEECH, JAMES, Forest rd, Walthamstow Mar 19 Allen & Co, Eastcheap
BELL, ANNE, Albert ct, Kensington Mar 22 Sanderson & Co, Queen Victoria st
BLACKMORE, ELIZABETH, Heaton Moor, Manchester Mar 30 Pegge & Billinge, Manchester
BONNETT, JOHN, Cambridge, Solicitor Mar 6 Whitehead & Todd, Cambridge
BRIGHT, ALFRED, Harold rd, Upper Norwood, Solicitor Mar 9 Bright & Sons, George st
CARTER, ELEANOR, Bedford Mar 9 Tebbs & Son, Bedford
CARTER, RICHARD, Leicester Mar 9 Williams, Leicester
CHALLANDS, JOSEPH, Bottesford, Leicester, Builder Mar 9 Thompson & Sons, Grantham
COLLINS, EDWARD, Sandhurst, Kent, Farmer Feb 27 Hinds & Son, Guildhurst
DAGLISH, ANN MARGARET, Orrell, Lancs Mar 15 Peace & Ellis, Wigan
FIELD, JOHN DOYLE, Maldon, Essex Mar 25 Beaumont & Bright, Maldon
GILL, MARK HARRIS, Ramsgate Mar 4 Sparkes & Emery, Ramsgate
GILLETT, ALFRED, Leigh on Sea, Essex Mar 2 Beecroft, Leigh on Sea
HARRISON, ARTHUR, Frodsham, Chester, Cotton Broker Mar 30 Pennington & Higson, Liverpool
HOWARD, JOHN, Sibton Park, nr Hythe, Kent Mar 11 Kearsey & Co, Cannon st
HUNTINGTON, LADY JANE, Chelsea embankment Mar 21 Hindle & Co, Darwen
HUNTINGTON, Sir CHARLES PHILIP, Chelsea embankment Mar 21 Hindle & Co, Darwen
KELLEY, HENRY, Stourbridge, Licensed Victualler Mar 3 Travis & Sheldon, Stourbridge
KELLEY, FRANK, Stourbridge, Licensed Victualler Mar 3 Travis & Sheldon, Stourbridge
LEWIS, SARAH ANN, Nottingham Feb 29 J & A Bright, Nottingham
LUCAS, JOSEPH MICHAEL MARK, Disraeli gdns, Putney, Dentist Feb 29 Mason, Montpelier vale, Blackheath
MARSDEN, EDWARD HOLDEN, Brighton Mar 9 Cobbett & Co, Manchester
MATTHEWS, ROBERT CLEMENT, Bathford, Somerset Mar 9 Hooper, Batheaston
MEYER, PHILIP, Tunbridge Wells Mar 6 Whitehead & Todd, Cambridge
OLDACRES, ANNIE ELIZABETH, Bedford Mar 9 Tebbs & Son, Bedford
PARKER, SOPHIA, Folkestone Mar 7 Haines, Folkestone
THORNE, JOHN, James st, Oxford st, Butcher Mar 1 Flegg & Son, Laurence Pountney hill
TREVENA, NICHOLAS JOHNS, Penryn, Cornwall Mar 14 Light & Fulton, Laurence Pountney hill
WALSH, ELLEN HUSSEY, Onslow gdns, South Kensington Mar 15 Witham & Co, Gray's inn sq
WEBB, HARRY, Great St Helen's, Oil and Seed Broker Mar 23 Kimbers & Boatman, Lombard st
WORTLEY, JULIA, Ilford, Essex Mar 14 Russell & Sons, Coleman st
WRIGHT, MARY ANN, Northolt, Middlx Mar 1 Flegg & Son, Laurence Pountney hill

*London Gazette.*—FRIDAY, Feb. 9.

BAKER, MARY ANN, Shrewsbury Mar 2 Walmsley & Stanabury, Strand
BROOM, JANE, Napier av, Fulham Mar 18 Lucas & Bailey, Clifford's inn, Fleet st
BROWN, CHARLES GEORGE, Tunbridge Wells Mar 16 Ponsford & Devenish, Walbrook
BURTON, WILLIAM, Longley st, Southwark Park rd Mar 12 Coad & Cox, Old Jewry
CHARLES, BEATRICE, Public House, Canon alley, Licensed Victualler Mar 12 Sawbridge & Son, Aldermanbury
COPLEY, CHARLES HENRY, Goytre, Mon, Bank Manager April 20 Bythway & Son, Pontypool
COSENS, WILLIAM, Alexandra rd, Gipsy Hill, Surrey, Master Mariner Mar 8 Evans & Co, Gray's Inn sq
DALE, MARY, Bournemouth, Linen Draper Mar 25 Guillaume & Sons, Bournemouth
DANKS, MARY ELLEN, Dudley, Worcester Feb 17 Hooper & Fairbairn, Dudley
DAVIES, JOHN, Liverpool Feb 28 Jackson, Liverpool
EAGEN, EDWARD, Edgbaston, Birmingham, Solicitor Mar 15 Arter, Birmingham
ESCRITT, HENRY MANNERS, Gran ham Mar 17 Thompson & Sons, Grantham
FERGUSON, JAMES HENRY, Bolton Feb 29 Finney & Co, Bolton
FORD, ELIZABETH, Tunbridge Wells Mar 30 Murray & Co, Birchin ln
GALE, FREDERICK, MARGARET GALE and ANNIE JOHNSON, all of Bermondsey and Streatham Mar 25 Hepburn & Co, Bird-in-Hand ct, Cheapside
GRIER, GRACE ELLEN FERGUSON, Bexhill on Sea Mar 9 Kingsford & Co, Essex st, Strand
GRIFFIN, JOHN, Egremont, Cheshire Mar 10 Luya, Liverpool
HAMILTON, Rev CHARLES HANS, Boscombe, Hants Mar 12 Hill, Queen Victoria st
HANSON, JOHN TILLOTSON, Disley, Chester, Bank Accountant Mar 31 Hall, Son & Hawkins, Manchester
HARDY, MARY ANN, Blandford Forum, Dorset Feb 23 Creech, Blandford
HEYWOOD, JOHN JAMES, Tunbridge Wells Mar 16 Greenip & Co, Tunbridge Wells
HIGSON, ELLEN, Leigh, Lancs Mar 9 Gilroy & Speakman, Leigh
HOBSON, EMILY, Liscard, Chester Mar 11 Mason & Co, Liverpool
HOOD, MARGARET FRANCES, Hove Mar 20 Plumbridge & Meaden, Brighton
HOWARD, Rev ARTHUR WIGSTON, Torquay Mar 25 Weed & Mason, Maidenhead
HUTT, WILLIAM, Canton, Cardiff Mar 23 Cousins & Botsford, Cardiff
JACKSON, THOMAS, Stoke upon Tern, Salop, Farmer Mar 25 Minor & Co, Manchester
KAY, ANDREW, Fenchurch av, Merchant Mar 20 Murray & Co, Birchin ln
LANCASTER, JOHN LOCKE, Hove, Sussex Mar 25 Bannister & Co, John st, Bedford row
LEMON, GRACE, Liverpool Mar 7 Tyrer & Co, Liverpool
MACDONALD, WILLIAM ARCHIBALD, Coalfont St Peter, Bucks Mar 10 Beaumont & Son, Lincoln's inn fields
MOLINARI, DE, MARY AUGUSTA, Newbury, Berks Mar 9 Slaughter & May, Austin friars
OATES, ELIZABETH ANN, Bournemouth Mar 30 Lacey & Son, Bournemouth
PALLISTER, GEORGE HARE, Burnopfield, Durham, Grocer Mar 19 Wilkinson & Marshall, Newcastle upon Tyne
PENDERED, JOSEPH CHARLES, Queen's rd, Teddington Mar 11 Sherrard & Sons Gresham st
PHILBRICK, FREDERICK ADOLPHUS, Bournemouth Mar 25 Druitt, Christchurch, Hants
POOLEY, JONAS, Alderton, Suffolk Mar 1 Gross, Woodbridge, Suffolk
PRICE, ANNIE ELIZABETH, Southwood ln, Highgate April 1 Price & Sons, Worcester House, Walbrook
ROBINSON, KATE ALICE, Esher, Surrey Mar 7 Capron & Co, Savile pl
ROSS, JANE, Brighton Mar 18 Cooper, Chancery ln
ROTHWELL, JOHN WILLIAM HUGHES, Grindleford, Derby Mar 14 Bertwistle, Bury
RUSSELL, JOSEPH, Nailsea, Somerset Mar 6 Fairfax & Barfield, Banbury
RUSSELL, WILLIAM, Manchester Mar 25 Hewitt & Son, Manchester
STOKES, EMMANUEL, Park st, Camden Town, Dyer Mar 12 Arnatt, John st, Bedford row
STOKES, SUSAN, Park st, Camden Town, Dyer Mar 12 Arnatt, John st, Bedford row
SUNNUCKS, STEPHEN, Gravesend, Kent Mar 9 Hatten & Co, Gravesend
SUTTON, CHARLES THOMAS, East Acton, Middlx Mar 22 Lamb & Co, Ironmonger ln
TAYLOR, ROBERT, Sheffield, Painter Mar 3 Fernell & Son, Sheffield
THORP, MARY ELIZABETH, Limes, nr Barnsley Mar 14 Cousins & Moulton, Leeds
TURNER, ELIZABETH POWER, Great Malvern, Worcester Mar 9 Tree & Son, Worcester
WAINWRIGHT, RICHARD, Bayston hill, Salop Mar 9 Barton & Co, Shrewsbury
WOOD, WILLIAM, Doncaster, York Mar 25 Jordan, Doncaster
WOODS, THOMAS, Llandaff Mar 9 Linton & Son, Cardiff
WRIGHT, JANE, Potton, Bedford Mar 2 Chapman & Chandler, Biggleswade

*London Gazette.*—TUESDAY, Feb. 13.

AUSTIN, SMITH, Leeds Mar 11 Lupton & Fawcett, Leeds
AVIS, SARAH JANE, Cheshunt, Herts Mar 25 Lee, Waltham Abbey, Essex
BLAGG, MARY, North Collingham, Notts Mar 13 Franks, Newark on Trent
BREEDEN, EMILIE, South Norwood hill Mar 31 Coward & Co, Mincing ln
BRIND, FRANCES, Cirencester Mar 25 Brooks and Heller, Upper Thames st
BRUCKE, FANNIE, Westgate on Sea Mar 16 Clark, West Bromwich
BURT, JOHN HARLEY, Queen's Down rd, Clapton Mar 31 Coward & Co, Mincing ln
CAMPBELL, AGNES, Sefton Park, Liverpool April 9 Houstoun, Duchy of Lancaster Office
CARSBERG, CHARLES, Ramsgate Mar 12 Double & Sons, Fore st
CHALLEN, CHARLOTTE CHORLEY, Cocking, Sussex Mar 12 Joanson & Clarence, Midhurst
CONNELL, MARGARET, Brisbane, Queensland Mar 20 Murray & Co, Birchin ln
COOPER, ELIZABETH, Birmingham Mar 10 Frith, Birmingham
CRABTREE, JOSEPH WILLIAM, Wisbech St Peter, Cambridge, Motor Dealer Mar 14 Southwell & Dennis, Wisbech
CRAVEN, ANN AMELIA, Shelburne rd, Holloway Mar 29 Collyer-Bristow & Co, Bedford row
DENMAN, WILLIAM, Leeds April 1 Jones & Son, Leeds
DINNIN, WILLIAM PETERS, Boscombe Park, Hants Mar 30 Giles, Lambeth rd
ELLIOTT, FLORENCE ELIZABETH, Warwick st Mar 15 Davis, Stroud, Glos
FALLS, SOPHIA LOUISA, Bishop's Waltham, Hants Mar 25 Tyler, Clement's inn
FLEETWOOD, BEN, Armley, Leeds, Mill Manager Mar 9 Lord & Alcock, Leeds
FURNISS, MARTIN, Altrincham Mar 30 Grove & Co, Manchester
GERMAN, CHARLOTTE CLARA, North Side, Clapham Common Mar 25 Loxley & Co, Cheapside
GILL, ROBERT HARTLEY, Woodside av, North Finchley, Cotton Manufacturer Mar 30 Sole & Co, Aldermanbury
GLENNY, HENRIETTA THRESHER, Highbury Mar 23 Crosse & Sons, Lancaster pl
GOLDSTEIN, MARTIN, Godliman st, Manufacturer's Agent Mar 16 Wells & Sons, Paternoster row
GREEN, WILLIAM, Brixham, Devon Mar 15 Eastley & Eastley, Paignton
HARRISON, GEORGE, Appleton Roebuck, Yorks March 9 Cundall, York
HUGHES, MARY ANN, Nightingale rd, Clapton Mar 16 Daniell & Glover, Great Winchester st
HULLAH, THOMAS, Calstock, Cornwall Mar 12 Woollcombe & Sons, Plymouth
ISAAC, ALEXANDER, Piccadilly, Mar 30 Vincent & Vincent, Budge row
JONES, ALFRED, Machen, Mon, Farmer Mar 9 Wade & Son, Newport, Mon
JOWSEY, WILLIAM FOX, Sheffield Mar 1 Neal & Co, Sheffield
KIRK, JOSEPH, West Bridgford, Notts, Lace Manufacturer Feb 29 Simpson & Lee, Nottingham
KNIGHT, MADELEINE EMMA, Carshalton, Surrey Mar 30 Sole & Co, Aldermanbury
LANGTON, JAMES, Reigate, Surrey April 3 Davenport & Co, Chancery ln
LEWIS, THOMAS, Sirhowy, Tredegar, Mon Mar 25 Spencer & Son, Tredegar
MACKLEY, GEORGE THOMAS, Eversley rd, Upper Norwood Mar 12 Lowless & Co, Great St Helen s
MARTIN, WILLIAM, Kersal, Salford, Lancs Mar 25 Foulds & Laycock, Manchester
PATERSON, GEORGE HILTON, Cults, Aberdeen Mar 13 Collie, Aberdeen
POTTS, JOHN THOMAS, Newcastle upon Tyne, Butcher Mar 16 Criddle & Criddle, Newcastle upon Tyne
ROBINS, CHARLOTTE, Calne, Wilts Mar 9 Perham & Sons, Bristol
ROSS, ANN, South Shields Mar 1 Scott, South Shields
ROWLAND, RICHARD HOWELL, Siddington, Cheshire Mar 31 Goulty & Goodfellow, Manchester
RUSTON, EMILY, Bromley st, Stepney Mar 22 Coopman, West-Smithfield
SAVAGE, JOSEPH, Somerset rd, Walthamstow Mar 12 Cartwright & Cunningham, Paternoster row
SIMPSON, ROBERT WILLIAM, Moon st, Theberton st, Islington Mar 13 Haseldine & Green, Queen st
THWAITES, EDWARD, Bolton Mar 23 Holden & Holden, Bolton
VINCE, JOSEPH and ELIZABETH GRAVES VINCE, Great Yarmouth Mar 8 Burton & Son, Gt Yarmouth
WATKINS, WARREN WILLIAM PRITCHARD COWLES, Bishopston, Glam Mar 16 Evans, Swansea
WAY, FRANCIS WILLIAM, Gleneldon rd, Streatham Mar 30 Sole & Co, Aldermanbury
WELHAM, ANNIE, Leeds Mar 16 Smith, Leeds
YOUNG, HENRY, Lambeth walk, Hosier Mar 30 Giles, Lambeth rd

# Bankruptcy Notices.

*London Gazette.*—FRIDAY, Feb. 9.

RECEIVING ORDERS.

ATKINSON, JOHN WILLIAM, Windermere, Westmoreland House Furnisher Kendal Pet Feb 5 Ord Feb 5
BARWELL, Capt E E, Peshawar, India High Court Pet July 15 Ord Feb 6
BERNSTEIN, SAMUEL, Edgbaston, Birmingham Birmingham Pet Jan 20 Ord Feb 5
BOW, HENRY, London st, Greenwich, Wholesale Tobacco Dealer High Court Pet Jan 10 Ord Feb 6
CARDEN, WILLIAM JAMES, Chalfont St Giles, Bucks, Baker Aylesbury Pet Feb 6 Ord Feb 6
COOPER, EDWARD JAMES, Luton, Bedford, Motor Dealer Luton Pet Feb 5 Ord Feb 5
COPELAND, CHARLES, Birmingham, Builder Birmingham Pet Jan 24 Ord Feb 7
CRAWFORD, FRED, Undercliffe, Bradford, Commission Agent Bradford Pet Feb 7 Ord Feb 7
DAY, JAMES ALFRED, Dawes rd, Fulham, Dispensing Chemist High Court Pet Jan 18 Ord Feb 6

EVANS, JOHN EDWARD, Aberystwyth, Printer Aberystwyth Pet Feb 5 Ord Feb 5
GILL, VIVIAN LINDLEY, Ashton under Lyne, Leather Merchant Ashton under Lyne Pet Jan 23 Ord Feb 7
HARTLEY, HARRY, Rastrick, nr Brighouse, Baker Halifax Pet Feb 6 Ord Feb 6
HEAL, CHARLES, Weston super Mare, Grocer Bridgwater Pet Feb 7 Ord Feb 7
HEDGES, HENRY, Kirkdale Nursery, Sydenham, Nurseryman Greenwich Pet Jan 11 Ord Feb 6
HEINEMANN, ARTHUR, Bayham pl, Mornington cres High Court Pet Sept 20 Ord Jan 12
HITCHCOCK, ERNEST, Leeds, Grocer Leeds Pet Feb 5 Ord Feb 5
HODGSON, PERCY, Hyde, Chester, Engineer Ashton under Lyne Pet Jan 24 Ord Feb 7
HOLTOM, THOMAS, Tanworth in Arden, Warwick, Farmer Birmingham Pet Feb 5 Ord Feb 5
JONES, JAMES SAMUEL, Merthyr Tydfil, Baker Merthyr Tydfil Pet Feb 6 Ord Feb 6
KENDALL, CHARLES HENRY, Thornton Dale, Yorks, Grocer Scarborough Pet Feb 5 Ord Feb 5
LIVELY, BENJAMIN, Southwick, Trowbridge, Dealer Bath Pet Feb 7 Ord Feb 7
RICHARDS, EDWIN JOHN, Bristol, Chartered Accountant Bristol Pet Feb 5 Ord Feb 5
RYVES-BROCK, SERRES THOMAS DOMINIQUE FREDERICK, Southport, Jeweller Liverpool Pet Feb 5 Ord Feb 5
SCHONTHEIL, SIMON, Sutherland av, Maida Vale, Teacher High Court Pet Jan 18 Ord Feb 5
SHELDON, MARY, Neyland, Pembroke Pembroke Dock Pet Feb 6 Ord Feb 6
SILBURN, HARRY, Ilkeston, Derby, Boot Repairer's Manager Derby Pet Feb 5 Ord Feb 5
WALKER, ROBERT PERCY, Gresham st, Manufacturer's Agent High Court Pet Feb 6 Ord Feb 6
WILLIAMS, DAVID, Nelson, Glam, Collier Pontypridd Pet Feb 5 Ord Feb 5
WILLIS, WILLIAM EDWARD, Shaftesbury, Dorset, Grocer Salisbury Pet Feb 6 Ord Feb 6

Amended Notice substituted for that published in the London Gazette of Jan 9:

MORRIS, GEORGE, Blackburn, Tailor Blackburn Pet Dec 11 Ord Jan 3

FIRST MEETINGS.

ASHBURNER, TOM, Mordiford, Hereford, Farmer Feb 17 at 12 2, Offa st, Hereford
BARRATT, JOSEPH, Bolton, Taxi Cab Proprietor Feb 20 at 3 Off Rec, 19, Exchange st, Bolton
BARWELL, Captain E E, Peshawar, India Feb 19 at 11 Bankruptcy bldgs, Carey st
BOW, HENRY, London st, Greenwich, Wholesale Tobacco Dealer Feb 19 at 12 Bankruptcy bldgs, Carey st
CHEAL, EDWARD, Regina rd, Southall, Grocer Feb 19 at 12 Off Rec, 14, Bedford row
CRAWFORD, FRED, Bradford, Commission Agent Feb 20 at 11 Off Rec, 12, Duke st, Bradford
DAY, JAMES ALFRED, Dawes rd, Fulham, Dispensing Chemist Feb 19 at 1 Bankruptcy bldgs, Carey st
DYSON, ALBERT JAMES, Slough, Bucks, Stationer Feb 19 at 3 Off Rec, 14, Bedford row
GOLDSTONE, MYER, Bolton, Furniture Dealer Feb 20 at 11.30 Off Rec, 19, Exchange st, Bolton
GREEN, EDWARD, Kilsby, Northampton, Commercial Traveller Feb 20 at 11 Off Rec, The Parade, Northampton
HARTLEY, HARRY, Brignouse, Baker Feb 19 at 10.45 County Court, Prescott st, Halifax
HEDGES, HENRY, Kirkdale Nursery, Sydenham, Nurseryman Feb 21 at 11 132, York rd, Westminster Bridge rd
HEINONE, ALBERT CLARENCE, Stonard rd, Palmers Green, Builder Feb 20 at 12 Off Rec, 14, Bedford row
HITCHCOCK, ERNEST, Leeds, Grocer Feb 19 at 3 Off Rec, 24, Bond st, Leeds
JONES, JOHN, Carno, Montgomery, Grocer Mar 11 at 2 1, High st, Newtown
KENDALL, CHARLES HENRY, Thornton Dale, Yorks, Grocer Feb 20 at 4 Off Rec, 48, Westborough, Scarborough
LEVY, JOSEPH, Caledonian rd, Fruiterer Feb 21 at 11 Bankruptcy bldgs, Carey st
LIDDELL, LEVI ERNEST, Peterborough, Colliery Agent Feb 19 at 11.40 The White Hart Hotel, Spalding
MENZIES, JAMES, Gubyon av, Herne Hill Feb 19 at 3 Off Rec, Cambridge junc, High st, Portsmouth
NICHOLSON, GEORGE, Cullercoats, Northumberland, Fruiterer Feb 20 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
OAKLAND, HENRY, Sneinton market, Notts, China Merchant Feb 20 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
PAGET, JOHN OTHO, Satchville, Leicester Feb 19 at 3 Off Rec, 1, Berridge st, Leicester
SCHONTHEIL, SIMON, Sutherland av, Maida Vale, Teacher Feb 21 at 12 Bankruptcy bldgs, Carey st
SHELDON, MARY, Neyland, Pembroke Feb 17 at 11.30 Off Rec, 4, Queen st, Carmarthen
SMITH, JOHN, Seighford, nr Stafford, Grocer Feb 19 at 11.30 Off Rec, King st, Newcastle, Staffs
TAYLOR, GEORGE HENRY, Norwich, Baker Feb 17 at 12 Off Rec, 8, King st, Norwich
WALKER, ROBERT PERCY, Gresham st, Manufacturer's Agent Feb 21 at 11 Bankruptcy bldgs, Carey st
WATSON, TOM, Alstonfield, St fs, Farmer Feb 19 at 3 Off Rec, 5, Victoria bldgs, London rd, Derby
WILLIAMS, DAVID, Nelson, Glam, Collier Feb 20 at 11.15 Off Rec, St Catherine's chmbs, St Catherine's st Pontypridd
WILLIS, WILLIAM EDWARD, Shaftesbury, Grocer Feb 20 at 1 Off Rec, City chmbs, Catherine st, Salisbury
WILSON, JOSEPH, Boston, Lincs, Grocer Feb 21 at 2 Off Rec, 4 and 6, West st, Boston
WRIGHT, FRED, Chesterfield, Plasterer Feb 19 at 12 Angel Hotel, Chesterfield
YOUNG, WILLIAM JOSEPH, New Tredegar, Mon, Baker Feb 17 at 11 Off Rec, 144, Commercial st, Newport, Mon

ADJUDICATIONS.

ARMITAGE, FRANCIS VICTOR, Oldham, Club Manager Oldham Pet Jan 22 Ord Feb 6
ATKINSON, JOHN WILLIAM, Windermere, Westmorland, House Furnisher Kendal Pet Feb 5 Ord Feb 5
BILLISON, ALFRED, Cricklewood ln, Middlx High Court Pet Dec 30 Ord Feb 5
BOTTOMLEY, JOHN EDWIN, Keighley, Confectioner Bradford Pet Jan 18 Ord Feb 5
CARDEN, WILLIAM JAMES, Chalfont St Giles, Bucks, Baker Aylesbury Pet Feb 6 Ord Feb 6
CHAPMAN, JAMES CLAYTON, Old Trafford, Manchester, Cotton Goods Merchant Manchester Pet Dec 29 Ord Feb 6
COOPER, EDWARD JAMES, Luton, Beds, Motor Dealer Luton Pet Feb 5 Ord Feb 5
CRAWFORD, FRED, Bradford, Commission Agent Bradford Pet Feb 7 Ord Feb 7
DE JOYEMPS, COMTE PERRAULT, Lowndes st, Lowndes sq High Court Pet Oct 27 Ord Feb 6
HARTLEY, HARRY, Rastrick, nr Brighouse, Baker Halifax Pet Feb 6 Ord Feb 6
HAWKER, ERNEST DUNSTAN, and ARTHUR SYDNEY FINCH Pentonville rd High Court Pet Dec 19 Ord Feb 3
HAYNS, JOHN FREDERICK WILLIAM, Southampton Southampton Pet Aug 16 Ord Feb 6
HEAL, CHARLES, Weston super Mare, Grocer Bridgwater Pet Feb 7 Ord Feb 7
HITCHCOCK, ERNEST, Leeds, Grocer Leeds Pet Feb 5 Ord Feb 5
HOLTOM, THOMAS, Tanworth in Arden, Warwick, Farmer Birmingham Pet Feb 5 Ord Feb 6
JONES, JAMES SAMUEL, Merthyr Tydfil, Baker Merthyr Tydfil Pet Feb 6 Ord Feb 6
KENDALL, CHARLES HENRY, Thornton Dale, Yorks, Grocer Scarborough Pet Feb 5 Ord Feb 5
LIVELY, BENJAMIN, Trowbridge, Wilts, Dealer Bath Pet Feb 7 Ord Feb 7
OPENSHAW, THOMAS, Bury, Lancs, Clerk Bolton Pet Jan 13 Ord Feb 5
RECCHIONI, EMILIO, Old Compton st, Provision Dealer High Court Pet Dec 7 Ord Feb 3
RUSSALLS, HARRY CARDELL BOYLE, Pall Mall High Court Pet Dec 13 Ord Feb 5
RYVES-BROCK, SERRES THOMAS DOMINIQUE FREDERICK, Southport, Jeweller Liverpool Pet Feb 5 Ord Feb 5
SILBURN, HARRY, Ilkeston, Derby, Boot Repairer's Manager Derby Pet Feb 5 Ord Feb 5
SKYLENSKY, MYER, Commercial rd, Tobacco Dealer High Court Pet Dec 15 Ord Feb 5
STUART-SATON, DONALD FRANCIS CHARLES, Mall rd, Hammersmith High Court Pet Dec 7 Ord Feb 5
WALKER, ROBERT PERCY, Gresham st, Manufacturer's Agent High Court Pet Feb 6 Ord Feb 6
WILE, CARL OLAF, Fleet, Hants Guildford Pet Dec 7 Ord Feb 6
WILLIAMS, DAVID, Nelson, Glam, Collier Pontypridd Pet Feb 5 Ord Feb 5
WILLIS, WILLIAM EDWARD, Shaftesbury, Grocer Salisbury Pet Feb 6 Ord Feb 6

Amended notice substituted for that published in the London Gazette of Jan 30:

HEPPENSTALL, SAM BRAILSFORD and ALBERT EDWARD EARLE Stanley, nr Wakefield, Grocers Wakefield Pet Jan 9 Ord Jan 24

*London Gazette.*—TUESDAY, Feb. 13.

RECEIVING ORDERS.

ANDREWS, ALBERT HOLLAND, Cheltenham, Pianoforte Tuner Cheltenham Pet Feb 10 Ord Feb 10
BOOCOCK, JAMES HENRY, Shirley, Warwick, Moulding Factor Birmingham Pet Feb 8 Ord Feb 8
BRAMWELL, HARRY KIRKHAM, Cardiff, Hotel Boots Cardiff Pet Jan 24 Ord Feb 6
BROWN, WILLIAM TODD, Weston Turville, Bucks, Artist High Court Pet Feb 9 Ord Feb 9
CHEETHAM, JOHN WILLIAM, Oldham, Electro Plater Oldham Pet Feb 7 Ord Feb 7
COHEN, ELIAS MORRIS, High st, Putney Wandsworth Pet Jan 12 Ord Feb 8
CURNOCK, GEORGE, Walsall, Builder Walsall Pet Feb 7 Ord Feb J
DAVIS, JAMES ANDERTON, Skelmersdale, Plumber Liverpool Pet Feb 9 Ord Feb 9
EKINS, ALFRED GEORGE, St George's av, Aldermanbury, Commission Agent High Court Pet Feb 9 Ord Feb 9
EVANS, DAVID WILLIAM, Aberystwyth, Painter Aberystwyth Pet Feb 10 Ord Feb 10
EVANS, THOMAS LEWIS, Abergwynfi, Glam, Licensed Victualler Neath Pet Feb 9 Ord 9
FILBY, HENRY, High Wycombe, Timber Merchant Aylesbury Pet Feb 8 Ord Feb 8
GODLEY, MATTHEW JAMES, Worksop, Licensed Victualler Sheffield Pet Feb 8 Ord Feb 8
GRAHAM, BEN, junr, Huddersfield, Builder Huddersfield Pet Feb 8 Ord Feb 8
GRANT, GEORGE WILLIAM, Kirkley, South Lowestoft, Boarding House Proprietor Great Yarmouth Pet Feb 10 Ord Feb 10
HAMMOND, SAMUEL, Wellingborough, Northampton Pork Butcher Northampton Pet Feb 10 Ord Feb 10
HARDISTY, GEORGE EDWARD, Radford, Nottingham, Lace Manufacturer Nottingham Pet Feb 9 Ord Feb 9
HARRINGTON, THOMAS HENRY, Kendal, Off Licence Holder Kendal Pet Feb 9 Ord Feb 9
HERRICK, W SUDLOW, Kingston on Thames, Auctioneer Kingston, Surrey Pet Nov 29 Ord Feb 8
HOBBS, GEORGE, Evelyn st, Deptford, Provision Dealer Greenwich Pet Feb 7 Ord Feb 7
HUGHES, WILLIAM, Colwyn Bay, Denbigh Bangor Pet Feb 8 Ord Feb 8
JAMES, WILLIAM, Trealaw, Glam, Collier Pontypridd Pet Feb 8 Ord Feb 8
JONES, JOHN, Clydach, Glam, Rollerman in Tinplate Works Neath Pet Jan 30 Ord Feb 9
KIRBY, ARTHUR, Leeds, Coal Miner Leeds Pet Feb 8 Ord Feb 8
KIRKLAND, WILLIAM, Cheapside, Director of Public Companies High Court Pet Dec 30 Ord Feb 7
LAWRENCE, EDWIN GEORGE, Fore st, Edmonton, Baker Edmonton Pet Feb 8 Ord Feb 8
LYNCH, WILLIAM HENRY, Burnley, Draper Burnley Pet Feb 10 Ord Feb 10
MCMILLAN, CHARLES OLDHAM, Portmadoc, Electrician Portmadoc Pet Feb 10 Ord Feb 10
MATTHEWMAN, JOHN, Thurlstone, Yorks, Farmer Barnsley Pet Jan 24 Ord Feb 7
MITCHELL, ALFRED, Surbiton, Surrey Kingston, Surrey Pet Jan 16 Ord Feb 9
PERCIVAL, ALFRED, Hermit rd, Canning Town, Grocer High Court Pet Jan 11 Ord Feb 9
PERKS, GEORGE HENRY, Malvern, Worcester, Stonemason Worcester Pet Feb 9 Ord Feb 9
POTTS, ROBERT WILLIAM, Castle Donington, Leicester, Basket Maker Leicester Pet Feb 10 Ord Feb 10
SWAFFIELD, GEORGE STONE, Westbourne, Bournemouth, Decorator Poole Pet Feb 9 Ord Feb 9
TAYLOR, GEORGE, Aberaman, Aberdare, Newsagent Aberdare Pet Feb 9 Ord Feb 9
THOMAS, ROBERT, Shrewsbury, Licensed Victualler Shrewsbury Pet Feb 10 Ord Feb 10

TOPHAM, WILLIAM HAROLD, Great Grimsby Great Grimsby Pet Feb 8 Ord Feb 8
TYLER, ALFRED, West Bridgford, Notts Nottingham Pet Jan 26 Ord Feb 7
UNDERWOOD, GEORGE F, Acre in, (Brixton High Court Pet Oct 13 Ord Feb 8
WALLIS, HERBERT, Ipswich, Journeyman Baker Ipswich Pet Feb 9 Ord Feb 9
WILLIS, FREDERICK PHILLIP, Higher Stoke, Devonport, Baker Plymouth Pet Feb 10 Ord Feb 10

FIRST MEETINGS.

AISSLIE, JAMES JOHN, Great Yarmouth Feb 21 at 12.30 Off Rec, 8, King st, Norwich
ARMITAGE, FRANCIS VICTOR, Oldham, Club Manager Feb 22 at 3 Off Rec, Greaves st, Oldham
BERNSTEIN, SAMUEL, Edgbaston, Birmingham Feb 21 at 12 Ruskin chmbrs, 191, Corporation st, Birmingham
BRAMWELL, HARRY KIRKHAM, Cardiff, Hotel Boots Feb 21 at 12 117, St Mary st, Cardiff
BROWN, WILLIAM TODD, Weston Turville, Bucks, Artist Feb 23 at 11 Bankruptcy bldgs, Carey st
CHAPMAN, JAMES CLAYTON, Old Trafford, Manchester, Cotton Goods Merchant Feb 21 at 2.30 Off Rec, Byrom st, Manchester
CHEETHAM, JOHN WILLIAM, Oldham, Electro Plater Feb 27 at 11.30 Off Rec, Greaves st, Oldham
COHEN, ELIAS MORRIS, High st, Putney Feb 23 at 11.30 132, York rd, Westminster Bridge rd
COOPER, EDWARD JAMES, Luton, Beds, Motor Dealer Feb 22 at 11.30 Off Rec, The Parade, Northampton
COPELAND, CHARLES, Birmingham, Builder Feb 21 at 12.30 Ruskin chmbrs, 191, Corporation st, Birmingham
CURNOCK, GEORGE, Walsall, Builder Feb 21 at 12 Off Rec, Wolverhampton
DAVIS, JAMES ANDERTON, Skelmersdale, Lancs, Plumber Feb 23 at 11 Off Rec, 35, Victoria st, Liverpool
EDMUNDS, THOMAS, Winchcombe, Glos, Butcher Feb 22 at 3.15 County Court bldgs, Cheltenham
EKINS, ALFRED GEORGE, St George's av, Aldermanbury, Commission Agent Feb 23 at 12 Bankruptcy bldgs, Carey st
HARRIS, GEORGE WESLEY, Maidenhead, Domestic Machinery Dealer Feb 21 at 12 Off Rec, 14, Bedford row
HEINEMANN, ARTHUR, Bayham pl, Mornington cres Feb 22 at 1 Bankruptcy bldgs, Carey st
HERRICK, W SUDLOW, Kingston on Thames, Auctioneer Feb 23 at 11 132, York rd, Westminster Bridge rd
HOBBS, GEORGE, Evelyn st, Deptford, Provision Dealer Feb 23 at 12 132, York rd, Westminster Bridge rd
HOLTOM, THOMAS, Tanworth in Arden, Warwick, Farmer Feb 21 at 11.30 Ruskin chmbrs, 191, Corporation st, Birmingham
JAMES, WILLIAM, Trealaw, Glam, Collier Feb 26 at 11.15 St Catherine's chmbrs, St Catherine's st, Pontypridd
JONES, JAMES SAMUEL, Merthyr Tydfil, Baker Feb 21 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
KIRBY, ARTHUR, Leeds, Coal Miner Feb 21 at 3 Off Rec, 24, Bond st, Leeds
KIRKLAND, WILLIAM, Cheapside, Director of Public Companies Feb 22 at 12 Bankruptcy bldgs, Carey st
MIDDLETON, ARTHUR, Sheffield, Coal Dealer Feb 21 at 12 Off Rec, Figtree ln, Sheffield
MONSELL, CECIL COREY, Maidenhead Cigar Manufacturer, Feb 21 at 3 Off Rec, 14, Bedford row
PANKHURST, THOMAS HINCKLEY (deceased), Buckingham gt, Westminster, Estate Agent Feb 22 at 12 Bankruptcy bldgs, Carey st
PANTON, GEORGE HENRY, Grantham, Pattern Maker Feb 22 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
PERCIVAL, ALFRED, Hermit rd, Canning Town, Grocer Feb 22 at 12 Bankruptcy bldgs, Carey st
PERKS, GEORGE HENRY, Malvern, Stonemason Feb 23 at 11.30 Off Rec, 11, Copenhagen st, Worcester
POTTS, ROBERT WILLIAM, Castle Donington, Leicester Basket Maker Feb 21 at 12 Off Rec, 1, Berridge st, Leicester
REVES-BROCK, SERRES THOMAS DOMINIQUE FREDERICK, Southport, Jeweller Feb 21 at 11 Off Rec, 35, Victoria st, Liverpool
SILBURN, HARRY, Ilkeston, Derby, Boot Repairer's Manager Feb 21 at 12.30 Off Rec, 5, Victoria bldgs London rd, Derby
STONES, JOHN J, Rosside, nr Ulverston, Lancs, Contractor Feb 21 at 11.15 Off Rec, 16, Cornwallis st, Barrow in Furness
SWAFFIELD, GEORGE STONE, Westbourne, Bournemouth, Decorator Feb 21 at 3.30 Arcade chmbrs (first floor), Bournemouth
TAYLOR, GEORGE, Aberaman, Aberdare, Newsagent Feb 23 at 11 Temperance Hall, Aberdare
THOMAS, ROBERT, Shrewsbury, Licensed Victualler Feb 24 at 11.30 Off Rec, 22, Swan hill, Shrewsbury
THORNLEY, JOSEPH, Bolton, Provision Dealer Feb 21 at 11 Off Rec, 19, Exchange st, Bolton
TOPHAM, WILLIAM HAROLD, Gt Grimsby Feb 21 at 11 Off Rec, St Mary's chmbrs, Gt Grimsby
UNDERWOOD, GEORGE F, Acre in, Brixton Feb 22 at 1 Bankruptcy bldgs, Carey st
WALLIS, HERBERT, Ipswich, Journeyman Baker Feb 21 at 2 Off Rec, 36, Princes st, Ipswich

ADJUDICATIONS.

ANDREWS, ALBERT HOLLAND, Cheltenham, Pianoforte Tuner Cheltenham Pet Feb 10 Ord Feb 10
BRAMWELL, HARRY KIRKHAM, Cardiff, Hotel Boots Cardiff Pet Jan 24 Ord Feb 8
BROWN, WILLIAM TODD, Weston Turville, Bucks, Artist High Court Pet Feb 9 Ord Feb 9
CHATTERTON, GEORGE ALLEYN, Great Chart, Kent Canterbury Pet Nov 14 Ord Feb 7
CHEETHAM, JOHN WILLIAM, Oldham, Electro Plater Oldham Pet Feb 7 Ord Feb 7
COPELAND, CHARLES, Birmingham, Builder Birmingham Pet Jan 24 Ord Feb 8
CURNOCK, GEORGE, Walsall, Builder Walsall Pet Feb 7 Ord Feb 8
DAVIS, JAMES ANDERTON, Skelmersdale, Lancs, Plumber Liverpool Pet Feb 9 Ord Feb 9
DURRANT, JOHN, Nettlebed, Henley on Thames Wandsworth Pet Jan 23 Ord Feb 8
EVANS, JOHN EDWARD, Aberystwyth, Printer Aberystwyth Pet Feb 5 Ord Feb 8
EVANS, THOMAS LEWIS, Abergwynfi, Glam, Licensed Victualler Neath Pet Feb 9 Ord Feb 9
FILBY, HENRY, High Wycombe, Timber Merchant Aylesbury Pet Feb 8 Ord Feb 8
GODLEY, MATTHEW JAMES, Worksop, Licensed Victualler Sheffield Pet Feb 8 Ord Feb 8
GRANT, GEORGE WILLIAM, Kirkley, South Lowestoft, Boarding House Proprietor Great Yarmouth Pet 10 Ord Feb 10
HAMMOND, SAMUEL, Wellingborough, Northampton, Pork Butcher Northampton Pet Feb 10 Ord Feb 10
HARDISTY, GEORGE EDWARD, Radford, Nottingham, Lace Manufacturer Nottingham Pet Feb 9 Ord Feb 9
HARRINGTON, THOMAS HENRY, Kendal, Off-Licence Holder Kendal Pet Feb 9 Ord Feb 9
HARRIS, GEORGE WESLEY, Maidenhead, Domestic Machinery Dealer Windsor Pet Feb 1 Ord Feb 7
HASTINGS, ALFRED GARDINER, Portland rd, Notting Hill, Financial Agent High Court Pet Aug 11 Ord Feb 9
HATWARD, ERNEST CHARLES, Bethnal Green rd, Publican High Court Pet Jan 19 Ord Feb 9
HEIRONS, ALBERT CLARENCE, Stonard rd, Palmers Green, Builder Edmonton Pet July 13 Ord Feb 7
HOBBS, GEORGE, Evelyn st, Deptford, Provision Dealer Greenwich Pet Feb 7 Ord Feb 7
HUGHES, WILLIAM, Colwyn Bay Denbigh, Bangor Pet Feb 8 Ord Feb 8
JAMES, WILLIAM, Trealaw, Glam, Collier Pontypridd Pet Feb 8 Ord Feb 8
KIRBY, ARTHUR, Leeds, Coal Miner Leeds Pet Feb 8 Ord Feb 8
LYNCH, WILLIAM HENRY, Burnley, Draper Burnley Pet Feb 10 Ord Feb 10
MCMILLAN, CHARLES OLDHAM, Portmadoc, Electrician Portmadoc Pet Feb 10 Ord Feb 10
PERKS, GEORGE HENRY, Malvern, Stonemason Worcester Pet Feb 9 Ord Feb 9
POTTS, ROBERT WILLIAM, Castle Donington, Leicester, Basket Maker Leicester Pet Feb 10 Ord Feb 10
SHELDON, MARY, Neyland, Pembroke, Boot Dealer Pembroke Dock Pet Feb 6 Ord Feb 8
SOLOMON, SOLOMON, Osborn st, Trimmings Merchant High Court Pet Jan 8 Ord Feb 7
SOWINSKI, JEAN LADISLAS, Great Portland st, Furrier High Court Pet Jan 15 Ord Feb 8
SWAFFIELD, GEORGE STONE, Westbourne, Decorator Poole Pet Feb 9 Ord Feb 9
TAYLOR, GEORGE, Aberaman, Aberdare, Newsagent Aberdare Pet Feb 9 Ord Feb 9
TOPHAM, WILLIAM HAROLD, Great Grimsby Great Grimsby Pet Feb 8 Ord Feb 8
WALLIS, HERBERT, Ipswich, Journeyman Baker Ipswich Pet Feb 9 Ord Feb 9
WATSON, TOM, Hulland Ward, Derby, Farmer Burton on Trent Pet Feb 3 Ord Feb 9
WILLIS, FREDERICK PHILLIP, Higher Stoke, Devonport, Devon, Baker Plymouth Pet Feb 10 Ord Feb 10
WOODARD, THOMAS, Camden rd, Markhouse rd, Walthamstow, Leather Dealer High Court Pet Jan 11 Ord Feb 7